STATE COUNCIL OF HIGHER EDUCATION

POLICIES AND PROCEDURES FOR THE EMINENT SCHOLARS PROGRAM

Approved by Council
April 6, 1988

Retyped and updated December 20, 1996

STATE COUNCIL OF HIGHER EDUCATION
POLICIES AND PROCEDURES FOR THE
EMINENT SCHOLARS PROGRAM

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STATE COUNCIL OF HIGHER EDUCATION
POLICIES AND PROCEDURES FOR THE EMINENT SCHOLARS PROGRAM

I. HISTORY OF THE PROGRAM

In 1964 the General Assembly established the Eminent Scholars program. Under this program, faculty may receive special salary supplements funded from endowment income and matching general fund appropriations. The amount of the supplements is determined by the institution subject to the availability of qualifying endowment income and general fund appropriations. The supplements are intended to be incremental to the regular annual salary of the faculty member and are not to be used in lieu of base salaries. The faculty member=s regular annual salary is established in accordance with the institution=s own salary standards.

The 1964 Appropriation Act, establishing the Eminent Scholars program, reads as follows:

Item 631

For attracting and retaining eminent scholars to institutions of higher education, a sum sufficient, estimated at $25,000.00.

It is provided that this sum shall be apportioned by the Governor to institutions of higher education to equal interest earned by endowment funds created for the purpose after June 30, 1964.

The authority for the Eminent Scholars program continues to be provided through similar language in the Appropriation Act. Item 161, Chapter 912, 1996 Acts of Assembly, reads, in part,

1. This appropriation includes $7,071,960 the first year and $7,196,960 the second year from the general fund which is to be made available for attracting and retaining eminent scholars in institutions of higher education.

2. These sums shall be apportioned, in accordance with plans approved by the Secretary of Education, to institutions of higher education, to match the interest earned by endowments created for this purpose after June 30, 1966.

3. However, this stipulation shall not prohibit the appropriation and expenditure of interest earned on these endowments that exceed the match for the state appropriation.

Specific procedures for the administration and implementation of the program are provided by the Secretary of Education and the AConsolidated Salary Authorization for Teaching and Research Staffs in Institutions of Higher Education.≅ Throughout the history of the program, interpretations of it have been provided through various letters and opinions of the Attorney General.

Reproductions of the letters and opinions of the Attorney General are included as Appendix B.

II. ELIGIBILITY REQUIREMENTS

1. Evidence of Qualifications of Endowment and Related Income

The earnings on properly restricted funds given to the institution itself or to its tax-exempt foundation for the purpose of establishing a true endowment fund may qualify for matching State funds for the Eminent Scholars Program. For purposes of determining the amount of eligible matching State funds, the term Aearnings≅ means the income available for expenditure from qualifying endowments, or, for those institutions employing a Board-approved ATotal Return Concept and Spending Rule,≅ the yield on qualifying endowments plus the amount transferred from the Endowment Fund to the Current Fund.

True endowment funds are funds received from a donor with the restriction that the principal is not expendable on a current basis. The Uniform Management of Institutional Funds Act, adopted by the Commonwealth in 1973, defines endowment fund as A... an institution fund, or any part thereof, which is not wholly expendable by the institution on a current basis under the terms of the applicable gift instrument...≅ (Code of Virginia, 1950, 55-286.1). A quasi-endowment fund is a fund established by the governing board to function like an endowment fund but which may be totally expended at any time at the discretion of the governing board.

To qualify under the Eminent Scholars program, gifts to institutions or gifts to their related tax-exempt foundations must meet the following criteria:

1. The gift must be restricted by external donors for the establishment of true endowments for the sole purpose of generating income to attract and retain eminent scholars.

2. The restrictions by the donor must be stated in writing at the time the gift is made to the institution or related foundation.

3. No institution or its related tax-exempt foundation may designate an existing unrestricted donation, endowment or quasi-endowment in order to qualify it for Eminent Scholars= matching funds.

Documentation, signed by the donor, of a gift establishing an Eminent Scholars Endowment should be maintained by the institution and should include the gift instrument under which the property is transferred to the institution. The documentation should confirm the donor=s intent to establish a true endowment and should state clearly that the income from the true endowment is to be used for the sole purpose of attracting and retaining eminent scholars. The documentation should also include a statement of the current value of the gift and an estimate of the annual income therefrom.

The guidelines set forth in this document cannot anticipate all possible circumstances under which the solicitation and establishment of endowments for the program might occur. Institutions should develop internal administrative policies, in conjunction with appropriate legal counsel, for soliciting, establishing, or enhancing qualified Eminent Scholar endowments. The final determination of the eligibility of any fund to participate in the program lies with the Attorney General.

True endowments not held by the institution or its tax-exempt foundation may be eligible to participate in the Eminent Scholars program. In 1984, the Attorney General indicated that AThe legislation does not limit the endowment to one owned or controlled by the institution, so long as the endowment is created for the purpose of attracting and retaining such scholars.≅ Such endowments must be certified as eligible to participate in the Eminent Scholars program by the Attorney General. Actual and estimated earnings from funds not held by the university or its foundation must be separately identified by the institution in its reports to the Council of Higher Education.

Documentation for all endowments participating in the Eminent Scholars program shall be made available, upon request, to the Council of Higher Education.

2. Evidence of Peer Review

The selection of eminent scholars within institutions will be influenced by the unique characteristics and missions of the institutions. Within this broad framework, the criteria for appointment of an eminent scholar are:

1. The appointee shall hold the rank of associate or full professor.

2. The appointee shall be a person who has achieved national eminence in the discipline as judged by the person=s peers. Eminence shall be judged on evidence of effective teaching and productive scholarship. In certain instances eminence may be judged on the basis of artistic achievement or distinguished accomplishments in areas which lie beyond academic endeavor, but for which there is evidence of superior talent.

3. Eminent scholars will hold full-time, faculty positions. This requirement will be effective July 1, 1989.

The criteria for appointment of an eminent scholars are to be used for all appointments and reappointments after July 1, 1988. Documentation should be maintained for each eminent scholar describing the form of peer evaluation and reporting on the nature of the distinguished work and the eminence of the individual.

Appendix A includes the following sample forms, letters, and reporting formats for use in the administering the Eminent Scholars program:

1. Board of Visitors= resolution establishing an endowed chair or designating an eminent

scholar.

2. Typical format used by a donor to establish an Eminent Scholar endowment.

3. Typical report of changes in Eminent Scholar fund balance.

4. Typical report on principal and income for each Eminent Scholar account;

5. Sample university policy statement on appointment of eminent scholars and salary determination.

III. USE OF FUNDS

The purpose of the Eminent Scholars program and, therefore, the intent governing the utilization of such funds as may be appropriated is to attract and retain certain individual faculty members who have achieved national eminence in their chosen and acknowledged field of endeavor. The program is not intended to augment the salary dollars for the general faculty. It provides supplemental funding for a highly selective group of faculty who have been designated eminent scholars. Compensation from Eminent Scholar funds is a supplement to the base salary, which is the sum of funds paid as compensation to an individual were he not an eminent scholar. Compensation from Eminent Scholar funds may include the cost of increased fringe benefits for the eminent scholar which result from the salary enhancement funded by the program.

Institutions shall establish a base salary for each eminent scholar equal to or greater than the minimum salary for the rank (professor, associate professor) identified in the institution=s Faculty Compensation Plan file annually with the Department of Personnel and Training. For faculty employed by the institution prior to designation as an eminent scholar, the base salary should be equal to or exceed the salary at the time of the designation or the minimum salary for the designated rank, whichever is greater. Funding for the base salary may be provided from any source.

Situations will arise where the requirement of a base salary component creates a conflict with the desires of the original donor. Institutions may request specific exceptions to the base salary requirement by writing to the Council of Higher Education, which will make a recommendation to the Secretary of Education. Exceptions will be considered once for each gift or bequest and, if approved, incorporated in subsequent requests for funding. Final authority to make exceptions from the base salary requirement rests with the Secretary of Education.

The disposition of eligible, unmatched earnings on Eminent Scholar endowments is governed by the terms of the gift instrument under which the property is transferred to the institution or to the institution=s foundation.

IV. FUND ALLOCATION PROCEDURES

The appropriation of Eminent Scholars funds is made to the Council of Higher Education.

These funds are subsequently distributed to institutions of higher education based on the Council=s recommendations, as approved by the Secretary of Education. In order to receive state matching funds from the Eminent Scholars appropriation, each institution of higher education shall, at the request of the Council of Higher Education, file with the Council a letter of intent providing the following information: 1) an estimate of the corpus of eligible endowment funds as of the end of the fiscal year preceding the biennium for which the request is being made, 2) the estimated earnings on the endowment in each of the fiscal years for which the request is being made, 3) the total request for state matching funds for each year of the biennium, 4) the estimated expenditures for salaries and related fringe benefits to be made from institutional funds under the program during each fiscal year for which the request is being made (see Appendix A). Estimate earnings (2) should be calculated using an assumed rate of return equal to or less than the actual rate during the previous fiscal year on this class of funds. The use of alternative rates or calculation methods must be approved by the Council of Higher Education. If a request for matching State funds (3) exceeds the estimated earnings on eligible endowment (2) for any given fiscal year, the requesting institution shall provide a statement to the effect that it intends to use unexpended eligible earnings from a previous period to satisfy its matching requirement. Following this filing, the Council shall prepare and transmit to the Secretary of Education a plan recommending the distribution of funds.

V. ALLOCATION METHODOLOGY

Eminent Scholars funds will be distributed annually. The annual distribution will be based on the following two-step allocation methodology.

Step one: Subject to the availability of funds, in each year of the biennium each institution participating in the program will be allocated an amount equal to the lesser of : 1) its actual expenditures of state matching funds for salaries and fringe benefits under the program in the preceding fiscal year, or 2) its request for state matching funds for the current period.

Step two: Remaining funds will be allocated pro rata based on the percentage of unmet requests after the application of step one.

Anticipated surpluses of state matching funds should be reported to the Department of Planning and Budget and to the Council of Higher Education by September 1 to allow for the revision of institutional allocations.

If an institution fails to expend its allocation of state matching funds under this program in any fiscal year, the funds will be subject to the general fund reversion provisions of the Appropriation Act.

VI. REPORTING REQUIREMENTS

Each institution participating in the Eminent Scholars program shall submit annually to the State Council of Higher Education, no later than June 30 of each fiscal year, information about each faculty member who received funds under the program during that year. The report will identify the

person=s academic rank and discipline and a brief description of the accomplishments or a summary of the activities which qualified this individual for the award. The report should also show the actual salary and fringe benefits expenditures for the person, separately identifying each fund source (see Appendix A).

Expenditures by the institutions for the Eminent Scholars program are to be recorded in specific subprograms within Educational and General Programs or Financial Assistance to Educational and General Programs in conformance with the guidance provided in the Chart of Accounts for Virginia State-Supported Colleges and Universities, July 1, 1990. Furthermore, each institution=s expenditure plan with the Department of Planning and Budget shall reflect its current period Eminent Scholars allocation and appropriation.

Eminent scholars and their salaries must be associated with an appropriated position and identified in the Personnel Management and Information System according to the requirements of the Department of Personnel and Training and the AConsolidated Salary Authorization for Teaching and Research Staffs in Institutions of Higher Education.≅

Reports, certification, appropriation and allotment forms, and other documents required by the policies and procedures should be maintained by the institution in accordance with the institution=s standard record retention program. These documents will be subject to routine audit by the Auditor of Public Accounts.

The foregoing is at all times subject to pertinent legislation and policy of the Secretary of Education, as it shall be in effect from time to time.

GEORGE MASON UNIVERSITY
FOUNDATION

INTENT TO CONTRIBUTE
FOR THE
INSTITUTE FOR IMMIGRATION RESEARCH

PARTIES

This Agreement is by and between The Immigrant Learning Center, Inc. a Massachusetts not for profit corporation, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be allocated to the Institute for Immigration Research Fund, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to produce academic-quality research related to important issues identified by the DONOR and others, and to disseminate that research to relevant state, regional and national policy-makers as well as media, teachers and the general public (the "Objective").

PROVISIONS

1. The DONOR intends to make gifts to the FOUNDATION between now and June 30, 2018 totaling $1,000,000. Should the DONOR wish to make additional contributions to support the Objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified below to accomplish the objective of the FUND.

2. The DONOR intends to make payments in satisfaction of this $1,000,000 pledge according to the following payment schedule:

Payment 1	$275,000 on or before December 31, 2015
Payment 2	$145,000 on or before June 30, 2016
Payment 3	$285,000 on or before June 30, 2017
Payment 4	$295,000 on or before June 30, 2018

3. The FUND shall be used solely to further the Objective as stated above.

4. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the

unrestricted general operating funds of the FOUNDATION.

5. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

6. If at some time in the future, the Objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in this original gift agreement.

7. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

8. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

9. The UNIVERSITY, the FOUNDATION and the DONOR each reserve the right to terminate its participation in the Institute for Immigration Research and their relationship and obligations to the other party for any reason upon notice from any party to the others. The giving of such notice will not allow the DONOR to reclaim any payment previously made, but it will relieve the DONOR of any obligation to make future payments. Any such notice shall be in writing delivered in hand, or by any trackable delivery service with no less than 30 days notice prior to the termination date to the UNIVERSITY and the FOUNDATION or the DONOR, as the case may be, at the following address:

If to the UNIVERSITY:

Attn: Deborah Boehm-Davis, Dean, College of Humanities and Social Sciences
George Mason University
4400 University Drive, MSN 3A3
Fairfax, VA 22030
Fax: 703-993-8714

If to the FOUNDATION:

Attn: Janet Bingham, President, George Mason University Foundation, Inc.
4400 University Drive, MSN 1A3
Fairfax, VA 22030
Fax: 703-993-8851

If to the DONOR:

Attn: Diane Portnoy, President, Immigrant Learning Center, Inc.
442 Main Street
Malden, MA
Fax: 781-321-1963
Email: dportnoy@ilctr.org

The addresses for the giving of notices may be changed by notice.

THE IMMIGRANT LEARNING CENTER-INSTITUTE FOR IMMIGRATION RESEARCH

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained hereby have caused this Agreement to be duly executed this 5 day of May, 2016.

By: Diane Portnoy
Diane Portnoy
President and CEO, The Immigrant Learning Center, Inc.
Donor

By: Deborah A. Boehm-Davis
Deborah Boehm-Davis, PhD
Dean, College of Humanities and Social Sciences
George Mason University
Donor

By:
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: Janet Bingham
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

NON ENDOWED PROGRAM

George Mason University Foundation, Inc.

INTENT TO CONTRIBUTE AGREEMENT ESTABLISHING THE
INSTITUTE FOR IMMIGRATION RESEARCH

PARTIES

This Agreement is by and between The Immigrant Learning Center, Inc. a Massachusetts not for profit corporation, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Institute for Immigration Research Fund, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

The creation of the Institute for Immigration Research will establish a relationship between the UNIVERSITY and the DONOR. This relationship would be consistent with the mission of both organizations. The DONOR aims to provide immigrant and refugee adults with sufficient knowledge of English to lead productive lives in the United States, while also educating the public as to the positive contributions that immigrants make in the nation's economic and civic life. The UNIVERSITY seeks to nurture and support a highly qualified and entrepreneurial faculty that is excellent at teaching, active in pure and applied research, capable of providing a broad range of intellectual and cultural insights, and is responsive to the needs of students and their communities.

OBJECTIVE

The purpose of the FUND is to produce academic- quality research related to important issues identified by the DONOR and others, and to disseminate that research to relevant state, regional and national policy-makers as well as media, teachers and the general public (the "Objective").

PROVISIONS

1. The DONOR intends to make gifts to the FOUNDATION between now and December 31, 2014 totaling $850,000. Should the DONOR wish to make additional contributions to support the Objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified below to accomplish the objective of the FUND.

2. The DONOR intends to make payments in satisfaction of this $850,000 pledge according to the following payment schedule:

Payment 1	$150,000 within 10 days of signing this agreement;
Payment 2	$200,000 on or before December 31, 2012;
Payment 3	$250,000 on or before December 31, 2013; and
Payment 4	$250,000 on or before December 31, 2014.

3. The FUND shall be used solely to further the Objective as stated above.

4. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

5. An advisory board ("the Board") will be established and will meet on at least a semi-annual basis to provide independent advice and oversight regarding furthering the Objective. The Board will include five members: two who are selected by the DONOR's Board of Trustees, two who are selected by UNIVERSITY Faculty, and the Dean of the College of Humanities and Social Sciences. Board members may be added at any time but will be unable to vote on any matter concerning the Institute for Immigration Research. Non-voting members of the Board may appointed by a simple majority of the voting members of the Board. The Institute for Immigration Research/UNIVERSITY Research Director will serve as a non-voting member of the Board.

6. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

7. If at some time in the future, the Objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in this original gift agreement.

8. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

9. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

10. Each of the UNIVERSITY, the FOUNDATION and the DONOR reserve the right to terminate its participation in the Institute for Immigration Research and their relationship and obligations to the other party for any reason upon notice from any party to the others. The giving of such notice will not allow the DONOR to reclaim any payment previously made, but it will relieve the DONOR of any obligation to make future payments. Any such notice shall be in writing delivered in hand, or by any delivery service with no less than 30 days notice prior to the termination date to the UNIVERSITY and the FOUNDATION or the DONOR, as the case may be, at the following address:

If to the UNIVERSITY:

Attn: Jack Censer, Dean, College of Humanities and Social Sciences, George Mason University
4400 University Drive, MSN 3A3
Fairfax, VA 22030
Fax: 703-993-8714
Email: jcenser@gmu.edu

If to the FOUNDATION:

Attn: David Roe, President, George Mason University Foundation, Inc.
4400 University Drive, MSN 1A3
Fairfax, VA 22030
Fax: 703-993-8851
Email: droe@gmu.edu

If to the DONOR:

Attn: Diane Portnoy, President, Immigrant Learning Center,Inc.
442 Main Street
Malden, MA
Fax: 781-321-1963
Email: dportnoy@ilctr.org

The addresses for the giving of notices may be changed by notice.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained hereby have caused this Agreement to be duly executed this 29 day of March, 2012.

Diane Portnoy
President and CEO, The Immigrant Learning Center, Inc.
Donor

By: Jack R. Censer
Jack R. Censer
Dean, College of Humanities and Social Sciences
George Mason University

By:
Marc Q. Broderick
Vice President, George Mason University

By: Maurice W Scherrens
Maurice W. Scherrens
Senior Vice President, George Mason University

By:
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy:

- Dean, College of Humanities and Social Sciences, George Mason University



George Mason University Foundation, Inc.

GIFT AGREEMENT ESTABLISHING THE
CENTER for GLOBAL ISLAMIC STUDIES

PARTIES

This Agreement is by and between Vural Ak, residing at Org. San. Bol. 3. Cad. G-131 Sok. No:26 Umraniye, Istanbul-TURKEY, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., Fairfax, Virginia, hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Center for Global Islamic Studies Fund, hereinafter called the FUND, and to reach the objective mentioned below, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the Center for Global Islamic Studies, hereinafter called the CENTER. The mission of the CENTER is to become an exemplary program for Islamic Studies scholarship, community outreach and enrichment, and the source of future leaders of change in the 21st century who will investigate and analyze issues from a global perspective. It is the goal of the CENTER to become an active center in the area for teaching and research in Islamic Studies, with an emphasis on the need today to provide the surrounding community and broader public with a sound and nuanced understanding of the Islamic faith, its role in history and in current patterns of globalization. The activities of the CENTER will articulate the university's demonstrated commitment in recent years to building programs with a global focus and with the University's particular emphasis on the need for establishing strong relationships and greater mutual understanding between the peoples of the Muslim world and the United States, as manifest in the Islamic Studies minor and the new Middle East Studies program. The CENTER will also serve the knowledge needs of the American public and contribute to American policy making towards the Muslim world. As George Mason University is unusual in both the size of its Muslim student body and the large Muslim community that resides in Northern Virginia, the CENTER will provide opportunities to engage and build stronger ties with this community. The DONOR reserves the right to attach a name to the CENTER at a later date, which will remain in effect for the duration of this gift, provided that the UNIVERSITY approves that name.

Focus Areas of Research and Pedagogy

1. *The Islamic Tradition in the Modern World (especially Qur'an and interpretation)*
2. *History of Islam and Muslim Societies*
3. *Global Muslim Politics*
4. *Muslims in America*
5. *Turkish history and contemporary Turkey (Modern Turkey and Its Ottoman Past)*

PROVISIONS

1. The DONOR, intending to be legally bound, hereby pledges and promises through this Agreement to make gifts to the FOUNDATION between now and December 31, 2019 totaling $4,000,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $4,000,000 pledge according to the following payment schedule.

Payment 1	$100,000	on or before	January 1, 2010
Payment 2	$100,000	on or before	April 1, 2010
Payment 3	$100,000	on or before	July 1, 2010
Payment 4	$100,000	on or before	October 1, 2010
Payment 5	$100,000	on or before	January 1, 2011
Payment 6	$100,000	on or before	April 1, 2011
Payment 7	$100,000	on or before	July 1, 2011
Payment 8	$100,000	on or before	October 1, 2011
Payment 9	$100,000	on or before	January 1, 2012
Payment 10	$100,000	on or before	April 1, 2012
Payment 11	$100,000	on or before	July 1, 2012
Payment 12	$100,000	on or before	October 1, 2012
Payment 13	$100,000	on or before	January 1, 2013
Payment 14	$100,000	on or before	April 1, 2013
Payment 15	$100,000	on or before	July 1, 2013
Payment 16	$100,000	on or before	October 1, 2013
Payment 17	$100,000	on or before	January 1, 2014
Payment 18	$100,000	on or before	April 1, 2014
Payment 19	$100,000	on or before	July 1, 2014
Payment 20	$100,000	on or before	October 1, 2014
Payment 21	$100,000	on or before	January 1, 2015
Payment 22	$100,000	on or before	April 1, 2015
Payment 23	$100,000	on or before	July 1, 2015
Payment 24	$100,000	on or before	October 1, 2015
Payment 25	$100,000	on or before	January 1, 2016
Payment 26	$100,000	on or before	April 1, 2016
Payment 27	$100,000	on or before	July 1, 2016
Payment 28	$100,000	on or before	October 1, 2016
Payment 29	$100,000	on or before	January 1, 2017
Payment 30	$100,000	on or before	April 1, 2017
Payment 31	$100,000	on or before	July 1, 2017
Payment 32	$100,000	on or before	October 1, 2017
Payment 33	$100,000	on or before	January 1, 2018
Payment 34	$100,000	on or before	April 1, 2018
Payment 35	$100,000	on or before	July 1, 2018
Payment 36	$100,000	on or before	October 1, 2018
Payment 37	$100,000	on or before	January 1, 2019
Payment 38	$100,000	on or before	April 1, 2019
Payment 39	$100,000	on or before	July 1, 2019
Payment 40	$100,000	on or before	October 1, 2019

3. No interest or penalty shall be accrued due to any delay of the mentioned payments.

4. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

5. The FUND shall be used solely to further the objective as stated above.

6. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 3 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

7. This Agreement shall be binding upon the DONOR and on the UNIVERSITY and the FOUNDATION.

8. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

9. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement. Additionally, the DONOR reserves the right to terminate this agreement and funding with immediate effect under such circumstances.

10. The CENTER shall pass through a biennial review process. The review report shall be reviewed by a seven-member advisory board, which shall be selected as follows: two (2) members will be selected by the DONOR, two (2) members will be selected by the UNIVERSITY, and three (3) additional members will be selected jointly by the DONOR and the UNIVERSITY; these three additional members will be selected from outside of the UNIVERSITY and will be senior scholars in the field of Islamic studies. Continuation of funding will depend on these reviews and the affirmative review reports of the advisory board. In the event that the review report is not satisfactory and affirmative, the DONOR may terminate the Agreement and funding.

11. During the duration of this Agreement and funding, the UNIVERSITY is obliged to provide office space and other broader infrastructure support. An administrative assistant position will be funded from this grant. The DONOR reserves the right to terminate this Agreement and funding with immediate effect if the UNIVERSITY fails to fulfill its obligations stated in this article.

12. Whenever a new director of this CENTER is appointed by the UNIVERSITY, the advisory board will be thoroughly briefed and consulted and will have significant input on the search process prior to the appointment.

13. The DONOR shall not be liable for claims of any loss, damages or expenses whatsoever arising from the termination of this Agreement.

14. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

15. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 15TH day of SEPT., 2009.

Vural Ak
Donor

By: _____
Peter N. Stearns
Provost, George Mason University

By: _____
Jack R. Censer
Dean, College of Humanities and Social Sciences
George Mason University

By: _____
Maurice W. Scherrens
Senior Vice President, George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Dean, College of Humanities and Social Sciences, George Mason University



George Mason University Foundation, Inc.

GIFT AGREEMENT TO CONTRIBUTE TO THE
CENTER FOR HISTORY AND NEW MEDIA ENDOWMENT

PARTIES

This Agreement is by and between Barbara J. Fried, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to further support the Center for History and New Media Endowment, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide ongoing support for the activities of the Center for History and New Media Endowment. This gift is in memory of Roy A. Rosenzweig, PhD. In support of the National Endowment for Humanities challenge grant award, this pledge should be directed to the Center for History and New Media Endowment to be matched and expended for approved purposes of the grants.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and June 30, 2013 totaling $50,000. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $50,000 pledge according to the following payment schedule:

Payment 1	$50,000	on or before	June 29, 2013

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4. The original contribution and all other subsequent contributions by the DONOR or others to the FUND shall be invested in a true endowment with only the income to be used as described herein.

5. The income from the FUND shall be used solely to further the objective as stated above.

6. The FUND shall be invested and income shall be treated and expended in accordance with the established policies of the FOUNDATION. The income from the FUND in each year, for all purposes under this Agreement, shall be a percentage of a market value average of the assets of the FUND, such percentage and the length and timing of such market value average to be determined annually by the Board of Trustees of the FOUNDATION under the standards set forth in the Virginia Uniform Prudent Management of Institutional Funds Act, Virginia Code section 55-268.14, as amended or the corresponding provisions of any subsequent Virginia law. Endowments are currently charged a fee of 1.75 percent annually on the market value average, which market value average is calculated in the manner determined annually by the Board of Trustees of the FOUNDATION, of the assets of the FUND. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

7. Should gifts to the FUND fail to meet the UNIVERSITY's required minimum for establishment of an endowed fund by the end of the pledge period, the FOUNDATION Board of Trustees, upon recommendation by the UNIVERSITY President, shall determine a use for the funds, and any income accumulated thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

8. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

9. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND and the use of any accumulated income thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

10. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

11. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

12. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 25th day of March, 2011.

Barbara J. Fried
Donor

By: _____
Jack R. Censer
Dean, College of Humanities and Social Sciences
George Mason University

By: _____
Marc Q. Broderick
Vice President, George Mason University

By: _____
Maurice W. Scherrens
Senior Vice President, George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy:

- Dean, College of Humanities and Social Sciences, George Mason University

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George Mason University Foundation, Inc.

INTENT TO CONTRIBUTE AGREEMENT
ROY ROSENZWEIG CENTER FOR HISTORY AND NEW MEDIA ENDOWMENT

PARTIES

This Intent to Contribute Agreement is by and between Gary Kornblith and Carol Lasser, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to support the Center for History and New Media Endowment, hereinafter called the FUND, to reach the objective mentioned below, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide endowment support for the Center for History and New Media. In recognition of the DONOR's generosity, the UNIVERSITY agrees to name the Center for History and New Media the Roy Rosenzweig Center for History and New Media. The naming of the Center is conditional on the fulfillment by all parties of the provisions detailed below.

PROVISIONS

1. The DONOR hereby pledges and promises through this Agreement to make gifts to the FOUNDATION between now and July 31, 2013 totaling $100,000. The UNIVERSITY plans to raise additional funds for this purpose that total $1,000,000. If the DONOR is not satisfied with fundraising progress at annual reviews, the DONOR may decide to terminate this agreement at any time with no penalty, and the UNIVERSITY may decide not to rename the Center for History and New Media in perpetuity.

2. The DONOR will make payments in satisfaction of this $100,000 conditional pledge according to the following schedule:

Payment 1	$25,000	on or before	September 15, 2010
Payment 2	$25,000	on or before	July 31, 2011
Payment 3	$25,000	on or before	July 31, 2012
Payment 4	$25,000	on or before	July 31, 2013

3. The DONOR might choose to satisfy this pledge with recommended payments from the Jewish Communal Fund, a donor advised fund located at 575 Madison Avenue #703, New York, NY 10022.

4400 University Drive, MSN 1A3 • Fairfax, Virginia 22030-4444 • (703) 993-8850 telephone • (703) 993-8851 facsimile

4. The original contribution and all other subsequent contributions by the DONOR or others to the FUND shall be invested in a true endowment with only the income to be used as described herein.

5. The income from the FUND shall be used solely to further the objective as stated above.

6. The FUND shall be invested and income shall be treated and expended in accordance with the established policies of the FOUNDATION. The income from the FUND in each year, for all purposes under this Agreement, shall be a percentage of a market value average of the assets of the FUND, such percentage and the length and timing of such market value average to be determined annually by the Board of Trustees of the FOUNDATION under the standards set forth in the Virginia Uniform Prudent Management of Institutional Funds Act, Virginia Code section 55-268.14, as amended or the corresponding provisions of any subsequent Virginia law. Endowments are currently charged a fee of 1.75 percent annually on the market value average, which market value average is calculated in the manner determined annually by the Board of Trustees of the FOUNDATION, of the assets of the FUND. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

7. The DONOR understands that all donations to this FUND will be in support of the UNIVERSITY's National Endowment for the Humanities challenge grant award for the Center for History and New Media, to be matched and expended for the approved purposes of the grant.

8. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND and the use of any accumulated income thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

9. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

10. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 26 day of August, 20 10.

Gary Kornblith
Donor

Carol Lasser
Donor

By: Jack R. Censer
Jack R. Censer
Dean, College of Humanities and Social Sciences
George Mason University

By:
Daniel Cohen
Director, Center for History and New Media
George Mason University

By:
Maurice W. Scherrens
Senior Vice President
George Mason University

By:
David A. Roe
President
George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Dean, College of Humanities and Social Sciences, George Mason University
Director, Center for History and New Media

011028



George Mason University Foundation, Inc.

GIFT AGREEMENT
ROBERT T. HAWKES PROFESSORSHIP
in HISTORY and ART HISTORY ENDOWMENT

PARTIES

This Agreement is by and between Robert T. Hawkes, hereinafter called the DONOR, and George Mason University Fairfax, Virginia, hereinafter called the UNIVERSITY and the George Mason University Foundation, Inc. hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a fund, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used for the Robert T. Hawkes Professorship in History and Art History Endowment hereinafter called the FUND, to be administered pursuant to the terms set forth herein. The Robert T. Hawkes Professorship in History and Art History (Professorship) is established to attract or retain an eminent scholar with the intent to qualify for matching funds from the Virginia Eminent Scholars program.

OBJECTIVE

The purpose of the FUND is to provide support for an endowed professorship within the Department of History and Art History which will provide a salary supplement for the designated holder of the professorship and funds for programmatic research. This professorship will rotate within the Department of History and Art History every five years in consultation with the chair and two selected faculty members, with the approval of the Provost.

PROVISIONS

1. DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make a gift to the FOUNDATION through his bequest.

2. Initial contributions to the FUND and all other subsequent contributions by the DONOR or others to the FUND shall be invested in a true endowment with only the spendable income but not the gift principle to be used as described herein.

3. The spendable income from the FUND shall be used solely to further the objective as stated above.

4. The FUND shall be invested and spendable income shall be treated and expended in accordance with the Foundation's established policies.

5. Decisions regarding all appointments to the Professorship will be made in accordance with the established policies of the George Mason University for the appointment of faculty chairs or professorships with the approval of the Provost of the University.

6. Should gifts to the FUND fail to meet the UNIVERSITY'S current approved minimum for establishment of an endowed professorship fund ($300,000), the FOUNDATION Board of Trustees, upon

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recommendation by the UNIVERSITY President, shall determine a use for the funds, and any income accumulated thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

7. This Agreement shall be binding upon DONOR, his/her estate, Personal Representatives, heirs and assigns and on UNIVERSITY, its successors and assigns.

8. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the FOUNDATION Board of Trustees, with counsel from the UNIVERSITY President, shall determine the objective(s) for the FUND and the use of any accumulated income.

9. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

10. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION by its duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 31 day of Dec., 2007.

Witnesses:

Jan J. Banton

Robert T. Hawkes
Robert T. Hawkes
Donor

Jack R Censer
Jack R. Censer
Dean

By: Maurice W Scherrens
Dr. Maurice W. Scherrens
Senior Vice President, George Mason University

By: David A Roe
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Robert T. Hawkes, Ph.D., Donor
- Chief Financial Officer, George Mason University Foundation, Inc.

Copies

- Jack R. Censer, Dean, College of Humanities and Social Sciences
- Dr. Maurice W. Scherrens, Senior Vice President, George Mason University

ATTACHMENT

ROBERT T. HAWKES PROFESSORSHIP
in HISTORY and ART HISTORY ENDOWMENT

The purpose of the Robert T. Hawkes Professorship in History and Art History Endowment (FUND) is to recognize and encourage excellence in undergraduate teaching. The Professorship will be rewarded to an instructor who best exemplifies a commitment to the intellectual development of undergraduate students. During his tenure at George Mason University, Professor Hawkes was able to inspire in countless students an interest in history and a lifelong desire to learn. This was the result not only of his outstanding abilities as a lecturer and teacher, but also of his attention to individual students. He was able to convey to students that he cared deeply about their intellectual development, and followed up by reaching out to them individually to challenge and support them. The Professorship will be awarded to instructors who embody this spirit, who are exceptionally conscientious and effective in their teaching, and who make the extra effort to connect with students on an individual basis in order to challenge them to greater academic achievement.

The Professorship will be awarded by the Provost of the University. Nominations will be made by a committee composed of the Chair of the Department of History and Art History, the Undergraduate Director, and a third member to be appointed by the Chair. Ideally (but not initially) this third member will be a current or former recipient of the Professorship. Once an instructor is chosen for the award, he or she will hold the Professorship for a period of five years, at which point another instructor will be chosen to hold the position. The Professorship will carry an annual financial award, paid for out of the interest generated by the endowment created for this Professorship. A holder of the Professorship will not be selected until the funds available reaches $5,000. The first recipient will receive $5,000 annually, in addition to his or her regular salary. Once a recipient's term as Professor is over, with the use of state funds this financial award will continue to be added to that person's salary for his/her entire tenure at Mason. The amount of the award will increase with each recipient. The amount of the increase will be determined by the Chair and the College of Humanities and Social Sciences dean based on the amount of interest generated by the FUND for the Professorship and the intervening salary increases within the college.

In addition to the financial award for the recipient, the funds generated by the FUND for the Professorship will also go towards initiatives within the department to enhance undergraduate teaching. The recipient, in cooperation with the Undergraduate Director and the Undergraduate Committee, will determine how those funds are to be used and will carry out those initiatives.

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George Mason University Foundation, Inc.

GIFT AGREEMENT ESTABLISHING THE
CENTER for CONSCIOUSNESS, TRANSFORMATION, and HUMAN POTENTIAL FUND

PARTIES

This Agreement is by and between Donald and Nancy L. de Laski, representing The de Laski Family Foundation, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Center for Consciousness, Transformation, and Human Potential Fund, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to establish and provide operational support for the Center for Consciousness, Transformation, and Human Potential (hereinafter called the CENTER). The mission of the CENTER is to be a catalyst for transformative individual, organizational, and social change through education, research, and practice concerning the impact of states of individual and group consciousness on leadership, physical and mental health, conflict transformation, and the creative arts. The CENTER will offer courses toward an undergraduate minor as well as master's and doctoral coursework. The CENTER will be housed in New Century College because of its emphasis on the interdisciplinary. Addendum #1 provides further detail on the CENTER.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and December 31, 2018 totaling $10,000,000. Should the DONOR wish to make additional contributions to support of the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $10,000,000 pledge according to the following payment schedule:

Payment 1	$500,000 (*)	on or before January 10, 2009
Payment 2	$750,000	on or before August 1, 2009
Payment 3	$750,000	on or before February 1, 2010
Payment 4	$750,000	on or before August 1, 2010

Payment 5	$750,000	on or before February 1, 2011
Payment 6	$750,000	on or before August 1, 2011
Payment 7	$750,000	on or before February 1, 2012
Payment 8	$750,000	on or before August 1, 2012
Payment 9	$750,000	on or before February 1, 2013
Payment 10	$625,000	on or before August 1, 2013
Payment 11	$625,000	on or before February 1, 2014
Payment 12	$375,000	on or before August 1, 2014
Payment 13	$375,000	on or before February 1, 2015
Payment 14	$250,000	on or before August 1, 2015
Payment 15	$250,000	on or before February 1, 2016
Payment 16	$250,000	on or before August 1, 2016
Payment 17	$250,000	on or before February 1, 2017
Payment 18	$250,000	on or before August 1, 2017
Payment 19	$250,000	on or before February 1, 2018

(*) First payment of $500,000 represents half of one academic year (January 1, 2009 – June 30, 2009)

3. The FUND shall be used solely to further the objective as stated above.

4. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 3 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

5. This Agreement shall be binding upon the DONOR, the DONORs' estates, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

6. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

7. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the DONOR, if a representative is living and able to act, and/or with counsel from the UNIVERSITY Board of Visitors, the FOUNDATION President and UNIVERSITY President, shall determine the use of the FUND for the benefit of the UNIVERSITY and/or may terminate in whole or in part future payments as provided in the gift agreement.

8. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

9. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

Attachment:

Addendum #1- Proposal for Donald and Nancy de Laski for the creation of the CENTER

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 31 day of July, 2008.

By: _____
The de Laski Family Foundation
Donor
Represented by
Donald de Laski

By: _____
The de Laski Family Foundation
Donor
Represented by
Nancy L. de Laski

By: _____
Jack Censer
Dean, College of Humanities and Social Sciences
George Mason University

By: _____
Nance Lucas
Associate Dean, New Century College
George Mason University

By: _____
Maurice W. Scherrens
Senior Vice President
George Mason University

By: _____
David A. Roe
President
George Mason University Foundation, Inc.

Distribution of originals:

- Donors
- Chief Financial Officer, George Mason University Foundation, Inc.

Copies: Dean, College of Humanities and Social Sciences, George Mason University
Associate Dean, New Century College, George Mason University

GEORGE MASON UNIVERSITY
FOUNDATION

AGREEMENT TO ESTABLISH THE CENTER FOR THE ADVANCEMENT OF WELL-BEING ENDOWMENT AT GEORGE MASON UNIVERSITY

I. INTRODUCTION

Mr. Kerry D. Kirk (Donor) will make a gift to endow the existing current-use fund (Fund). This gift will be accepted by the George Mason University Foundation, Inc. (Foundation) to support George Mason University (University). The Foundation and the University agree to accept and administer this gift according to the following terms and conditions:

II. DESCRIPTION OF THE GIFT

The Fund, already established as the Center for the Advancement of Well-Being, will be known as the **Center for the Advancement of Well-Being Endowment.** The income of the Fund shall be used to provide lasting and perpetual support for the Center for the Advancement of Well-Being at the University.

The Donor will create the endowed portion of this Fund with a pledge of $25,000 and support the current-use portion with a pledge of $5,000, according to the following schedule:

Installment 1	$5,000 on or before July 31, 2018 to endowment $1,000 on or before July 31, 2018 to current use
Installment 2	$5,000 on or before July 31, 2019 to endowment $1,000 on or before July 31, 2019 to current use
Installment 3	$5,000 on or before July 31, 2020 to endowment $1,000 on or before July 31, 2020 to current use
Installment 4	$5,000 on or before July 31, 2021 to endowment $1,000 on or before July 31, 2021 to current use
Installment 5	$5,000 on or before July 31, 2022 to endowment $1,000 on or before July 31, 2022 to current use

The Donor does not intend to satisfy this personal pledge with recommended payments from a donor-advised fund or a private foundation.

III. PURPOSE AND ADMINISTRATION

The purpose of the Fund is to provide support for the Center for the Advancement of Well-Being. The use of the funds will be determined by the executive director of the Center for the Advancement of Well-Being at the University.

IV. RECOGNITION AND REPORTING

In recognition of the Donor's generosity, in order to enhance the Fund and to help attract gifts for similar purposes, the University and the Foundation may make announcements through internal and external publications and to the media and provide other recognition as appropriate.

The Donor, or their designee, shall receive annual reports regarding the assets of and expenditures from the Fund. The Donor designates the following individual to receive annual reports and communication regarding the Fund:

Kerry D. Kirk
3826 Charles Stewart Drive
Fairfax, VA 22033
703-716-0399
kerrydouglaskirk@gmail.com

V. INVESTMENT

The Fund shall be invested and income defined and expended in accordance with the provisions of the Virginia Uniform Prudent Management of Institutional Funds Act, Virginia Code section 64.2-1100 *et seq.*, as amended or the corresponding provisions of any subsequent Virginia law and in accordance with the policies established by the Board of Trustees of the Foundation. Endowed funds are assessed an annual fee on the market value average of the assets of the Fund. The amount of the fee is determined annually by the Board of Trustees of the Foundation.

VI. UNFORSEEABLE CIRCUMSTANCES

In the unlikely event that the Donor does not fulfill his endowment payment obligations under Section II in the amounts and by the due dates as set forth above, all funds will convert to current-use and will be expended as originally set forth. Any such transfer shall be made with the approval of the Donor, if the Donor is living.

In the unlikely event that, at some future time, it becomes impossible to fulfill the original purpose of the Fund, the President of the Foundation in consultation with the Board of Visitors and the President of the University and, if possible, the Donor or their representatives, shall direct that the principal and income from the Fund be devoted to purposes that are deemed to be the most consistent with the original wishes of the Donor.

VII. MISCELLANEOUS

This agreement may be amended at any time by written agreement signed by each party. This agreement contains the entire understanding of the parties with respect to the subject matter of this agreement. This agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this agreement. This agreement shall be governed by the laws of the Commonwealth of Virginia. The effective date of this agreement shall be the date this agreement is fully executed by the parties.

Accepted by the Donor:

6-1-18

Kerry D. Kirk — Date

Accepted for the College of Humanities and Social Sciences:

6-4-18

Robert I. Matz, PhD — Date

Interim Dean, College of Humanities and Social Sciences

Accepted for the George Mason University:

5.7.2018

Jennifer Wagner Davis — Date

Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

05.03.18

~~Janet~~ Bingham, PhD — Date

Vice President, University Advancement and Alumni Relations

President, George Mason University Foundation, Inc.

GEORGE MASON UNIVERSITY
FOUNDATION

GIFT AGREEMENT CONTRIBUTING TO THE
GOVERNMENT CONTRACTING INITIATIVE

PARTIES

This confidential Agreement is by and between Sumeet Shrivastava, MBA '94, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be allocated to the Government Contracting Initiative, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the work of the Government Contracting Initiative in the School of Business.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Mr. Sumeet Shrivastava
   13631 Old Chatwood Place
   Chantilly, VA 20151-3372
   (703) 464-0578 (H)
   sumeetshrivastava@gmail.com

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   - **Sumeet Shrivastava, MBA '94**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and June 30, 2020 totaling $100,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $100,000 pledge according to the following payment schedule:

Payment 1	$40,000 on or before June 30, 2017
Payment 2	$20,000 on or before June 30, 2018
Payment 3	$20,000 on or before June 30, 2019
Payment 4	$20,000 on or before June 30, 2020

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement shall be binding upon the DONOR, the DONOR's successors and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

7. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

8. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

9. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 17 day of April, 2016.

Mr. Sumeet Shrivastava
Donor

By: Sarah E Nutter
Sarah E. Nutter, PhD
Dean, School of Business
George Mason University

By:
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: David A Rose for Janet Bingham
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copies:

- Dean, School of Business, George Mason University

Donor File

Memorandum of Understanding

1. This is a Memorandum of Understanding (hereinafter referred to as the "Memorandum") between Robert A. Levy (hereinafter referred to as the "Donor") and George Mason University Foundation, Inc. (hereinafter referred to as the "Foundation"), George Mason University (hereinafter referred to as the "University") and the George Mason University School of Law (hereinafter referred to as the "School of Law.")

2. The Donor will recommend that the Vanguard Charitable Endowment Program make a grant from the Mr. and Mrs. Robert A. Levy Charitable Fund to the Foundation in the amount of $100,000.00 in July, 2006, with successive recommendations for identical grants of $100,000.00 in July of each following year through the year 2015 (final payment to be made in July of 2015). The aggregate amount of the recommended grants will be $1,000,000.00. This money will be made available to the School of Law for current use in the discretion of the Dean of the School of Law subject to the normal and reasonable operating policies of the University that govern the expenditure of monies by the School of Law.

3. The University will name the Atrium in John T. Hazel, Jr., Hall "The Robert A. Levy Atrium" as from July 1, 2006, and will erect appropriate signage indicating this designation.

4. The University will match the Donor's gift by permanently increasing the base budget of the School of Law as follows: a $25,000.00 permanent base budget increase will be given by the University to the School of Law on July 1, 2006; a second such $25,000.00 permanent increase will be given on July 1, 2007; a third such $25,000.00 permanent increase will be given on July 1, 2008; and a fourth such $25,000.00 permanent increase will be given on July 1, 2009, such that, as from July 1, 2009 and thereafter, the base budget of the School of Law shall have been permanently increased by $100,000.00.

5. The Donor intends and the University undertakes and promises that the monies made available to the School of Law pursuant to Paragraphs 2 and 4 hereof shall be considered as *in addition to* and not *in lieu of* monies and other resources that would otherwise be made available to the School of Law by the University in the normal administration of the University's budget.

6. This Memorandum shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

Contingent Pledge
per d/w. Norm Snyder
6/5/06

Robert A. Levy — 4/28/06

Robert A. Levy
Donor — Date

5/05/06

Peter Stearns, Provost
George Mason University — Date

5/4/06

Daniel D. Polsby, Dean
George Mason University School of Law — Date

5/8/06

Judith Marshall Jobbitt, President
George Mason University Foundation, Inc. — Date

C:\Documents and Settings\Bob Levy\My Documents\GMU\gmumemo.DOC

GEORGE MASON UNIVERSITY
FOUNDATION

GIFT AGREEMENT ESTABLISHING THE
SCHAR FUND FOR POLICY AND GOVERNMENT

PARTIES

This Agreement, dated this 28th day of April, 2016, is made by and among Dwight C. Schar, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Schar Fund for Policy and Government, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the School of Policy, Government and International Affairs, hereinafter called the SCHOOL, for the sole purpose of expanding the capacity and programming of the SCHOOL in areas that can elevate the national and international standing of the SCHOOL.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Mr. Dwight C. Schar
   Chairman, NVR, Inc.
   11700 Plaza America Drive, Suite 500
   Reston, VA 20190-4792

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   - **Dwight C. Schar**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. In recognition of the DONOR's exceptional generosity, the School of Policy, Government, and International Affairs will be named the "**Schar School of Policy and Government**" pending approval by the UNIVERSITY Board of Visitors and, to the extent required by law or applicable regulation, the State Council of Higher Education for Virginia (SCHEV). Additional recognition will include membership in recognition societies, invitations to UNIVERSITY events and/or UNIVERSITY-wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and December 31, 2020, totaling $10,000,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR agrees that the academic freedom of the UNIVERSITY, the SCHOOL and their faculty is critical to their mission and success and is therefore committed to protecting it. Decisions concerning the use of the FUND will be made solely by the UNIVERSITY, subject to Section 4 of this Agreement. The DONOR will have no authority over any academic matters, including student admissions, curriculum content and structure or faculty selection or promotion.

3. The DONOR will make payments in satisfaction of this $10,000,000 pledge according to the following payment schedule:

Payment 1	$2,000,000 on or before December 31st, 2016
Payment 2	$2,000,000 on or before December 31st, 2017
Payment 3	$2,000,000 on or before December 31st, 2018
Payment 4	$2,000,000 on or before December 31st, 2019
Payment 5	$2,000,000 on or before December 31st, 2020

4. The FUND shall be used solely to supplement, not supplant, the existing capacity and programming of the SCHOOL. The FUND should not be used to subsidize current operations.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee. The fee assessed to this gift will be one percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. The DONOR shall have the right to approve all signage, plaques and public honors made by UNIVERSITY and SCHOOL pertaining to DONOR's gift.

7. This Agreement shall be binding upon the DONOR, the DONOR's successors and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

8. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

9. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 5th day of May, 2016.

By: _____
Dwight C. Schar
Donor

By: _____
Mark J. Rozell, PhD
Dean, School of Policy, Government, and International Affairs
George Mason University

By: _____
Angel Cabrera, PhD
President
George Mason University

By: _____
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Dean, School of Policy, Government, and International Affairs, George Mason University

George Mason University Foundation, Inc.

INTENT TO CONTRIBUTE AGREEMENT for the
CENTER FOR REAL ESTATE ENTREPRENEURSHIP

PARTIES

This Confidential Agreement is by and between Buchanan Partners, LLC, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall contribute to the Center for Real Estate Entrepreneurship hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the Center for Real Estate Entrepreneurship. The DONOR intends that this pledge will be expended only for the Center for Real Estate Entrepreneurship and/or the Masters degree in Real Estate program, at the discretion of the Dean of the School of Management.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Brian Benninghoff, Principal
   Buchanan Partners, LLC
   9841 Washingtonian Blvd, Suite 300
   Gaithersburg, MD 20878-7353
   (304) 417-0510
   B. Benninghoff@buchananpartners.com

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

- **Buchanan Partners, LLC**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR intends through this Agreement to make gifts to the FOUNDATION between now and December 31, 2016 totaling $100,000. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR intends to make payments in satisfaction of this $100,000 pledge according to the following payment schedule:

Payment 1	$25,000	on or before	December 31, 2013
Payment 2	$25,000	on or before	December 31, 2014
Payment 3	$25,000	on or before	December 31, 2015
Payment 4	$25,000	on or before	December 31, 2016

3. The FUND shall be used solely to further the objective as stated above.

4. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

7. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

8. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

9. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 29 day of AUGUST, 2013.

Brian Benninghoff
Principal, Buchanan Partners, LLC
Donor

By: Sarah E Nutter
Sarah E. Nutter
Interim Dean, School of Management
George Mason University

By: Laura S. Gleason
Laura S. Gleason
Associate Vice President, George Mason University

By: Jennifer W. Davis
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: David A. Roe
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copies:

- Dean, School of Management



NONENDOWED PROGRAM

subj file: 120521

George Mason University Foundation, Inc.

GIFT AGREEMENT ESTABLISHING THE
KETTLER SCHOLARS FUND

PARTIES

This confidential Agreement is by and between Kettler Inc, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the **Kettler Scholars Fund**, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to promote applied research on current topics relating to multi-family housing in the Washington, D.C. metropolitan area. The objective of the program is to sponsor continuing research on the Washington area's multi-family housing market in order to accumulate knowledge reflecting a broad range of research topics and to disseminate the research results through multiple media and hosted events.

The Kettler Scholars program will be administered by the UNIVERSITY'S Center for Regional Analysis in the School of Public Policy. The preparation of the annual announcement of the Kettler Scholars program, the candidate selection process, and the supervision of research will be the responsibility of the Director of the Center for Regional Analysis with input from the Center's faculty and Dean of the School of Public Policy or his/her designee. Candidates for the Kettler Scholars program will be doctoral students at the dissertation stage, individuals holding post-doctoral positions or visiting research faculty seeking a one-semester sabbatical. The Kettler Scholar will be selected based on: academic qualifications, the background knowledge of the applicant, the proposed research approach and research dissemination plan.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Robert Kettler
   Founder, Chairman and CEO
   Kettler Inc.

1751 Pinnacle Drive, Suite 700
McLean, VA 22102
(703) 641-5300
bob@kettler.com

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   - **KETTLER**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY, which approval shall not be unreasonably withheld, conditioned or delayed. The DONOR requests, but does not require, that any work product prepared by a Kettler Scholar for dissemination will also include recognition of the gift.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION totaling $250,000. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR agrees to make payments in satisfaction of this $250,000 pledge according to the following payment schedule:

Payment 1	$50,000	on or before March 31, 2013
Payment 2	$50,000	on or before March 31, 2014
Payment 3	$50,000	on or before March 31, 2015
Payment 4	$50,000	on or before March 31, 2016
Payment 5	$50,000	on or before March 31, 2017

3. The DONOR does not intend to satisfy this pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. As part of its normal activity, and as it does as a public service to the communities it serves, the Center for Regional Analysis will provide to DONOR access to all non-proprietary information as it is requested.

6. In the event that the UNIVERSITY wishes to continue a program similar to the Kettler Scholars program after the term of this Agreement ends, DONOR shall be offered the first right to sponsor such program.

7. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

8. This Agreement shall be binding upon the DONOR, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

9. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

10. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

11. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

12. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 29th day of April, 2013.

By:_____
Robert Kettler
Founder, Chairman and CEO, Kettler, Incorporated
Donor

By:_____
Edward Rhodes
Dean, School of Public Policy
George Mason University

By:_____
Laura S. Gleason
Associate Vice President, George Mason University

By:_____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By:_____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy:

- Dean, School of Public Policy, George Mason University

GEORGE MASON UNIVERSITY

Schar School of Policy and Government

3351 Fairfax Drive, MS 3B1, Arlington, Virginia 22201
Phone: 703-993-2280; Fax: 703-993-8215

April 12, 2017

Dewberry
Mr. Sid Dewberry
8401 Arlington Boulevard
Fairfax, VA 22031-4619

Dear Mr. Dewberry:

Thank you for your gift to the George Mason University Schar School of Policy and Government's Stephen S. Fuller Institute Fund. Your support provides essential and immediate resources for our highest priorities, and we are extremely grateful for your generosity. This letter of intent confirms your wishes and the details of your gift. Your gift of $30,000.00 will be made to George Mason University Foundation, Inc. (Foundation) to support the Stephen S. Fuller Institute Fund (Fund).

Your contribution to the Stephen S. Fuller Institute recognizes the great things that our alumni and friends can do to further the successes of our students and faculty. We are looking forward to working with you as we continue to consistently monitor regional issues and the economy, to be able to identify critical conditions and trends impacting the future vitality of the Washington region's economy.

The Stephen S. Fuller Institute is the premier source for information and analysis of Greater Washington's regional economy. The Institute's research is designed to help regional leaders anticipate changes in the economy's direction and other changes that will impact the economy's vitality.

Your generous commitment will be fulfilled through three (3) installments of $10,000.00. Thank you for your first installment of $10,000.00 on September 13, 2016. Your next installment of $10,000.00 is due on or before December 31, 2017. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is three percent (3%).

In recognition of your generosity, the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

The Schar School of Policy and Government brings together eager minds, world-class academic scholars, and public intellectuals striving to create a brighter future. As a regional leader and a nationally recognized institution, the School is proud to provide an environment that provides useful research for the community and shapes leaders who advance the public good.

We want to thank you again for your support of George Mason University. If the above information accurately reflects your intent, please sign, date this letter in the signature block, and return one original copy to Zavin R. Smith, Director of Development and Alumni Relations, Schar School of

Policy and Government. Should you have any questions regarding your gift please feel free to contact Zavin at zsmith@gmu.edu or 703-993-4035.

We are forever grateful for your generosity. Your gift is an investment in all of the wonderful students at Schar School of Policy and Government and it truly does make a difference.

With Gratitude,

Mark J. Rozell
Dean
Schar School of Policy and Government

Stephen S. Fuller
Director
Stephen S. Fuller Institute

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

Dewberry
Mr. Sid Dewberry
Chairman Emeritus & Founder

5/3/17
Date

Accepted for the George Mason University:

Jennifer Wagner Davis
Senior Vice President for Administration and Finance

4-23-2017
Date

Accepted for the George Mason University Foundation, Inc.:

Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

04.20.2017
Date

GEORGE MASON UNIVERSITY

Schar School of Policy and Government

3351 Fairfax Drive, MS 3B1, Arlington, Virginia 22201
Phone: 703-993-2280; Fax: 703-993-8215

April 12, 2017

Elm Street Development, Inc.
Mr. David Flanagan
1355 Beverly Road
Suite 240
McLean, VA 22101-3649

Dear Mr. Flanagan:

Thank you for your gift to the George Mason University Schar School of Policy and Government's Stephen S. Fuller Institute Fund. Your support provides essential and immediate resources for our highest priorities, and we are extremely grateful for your generosity. This letter of intent confirms your wishes and the details of your gift. Your gift of $15,000.00 will be made to George Mason University Foundation, Inc. (Foundation) to support the Stephen S. Fuller Institute Fund (Fund).

Your contribution to the Stephen S. Fuller Institute recognizes the great things that our alumni and friends can do to further the successes of our students and faculty. We are looking forward to working with you as we continue to consistently monitor regional issues and the economy, to be able to identify critical conditions and trends impacting the future vitality of the Washington region's economy.

The Stephen S. Fuller Institute is the premier source for information and analysis of Greater Washington's regional economy. The Institute's research is designed to help regional leaders anticipate changes in the economy's direction and other changes that will impact the economy's vitality.

Your generous commitment will be fulfilled through three (3) installments of $5,000.00. Thank you for your first installment of $5,000.00 on October 19, 2016. Your next installment of $5,000.00 is due on or before December 31, 2017. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is three percent (3%).

In recognition of your generosity, the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

The Schar School of Policy and Government brings together eager minds, world-class academic scholars, and public intellectuals striving to create a brighter future. As a regional leader and a nationally recognized institution, the School is proud to provide an environment that provides useful research for the community and shapes leaders who advance the public good.

We want to thank you again for your support of George Mason University. If the above information accurately reflects your intent, please sign, date this letter in the signature block, and return one original copy to Zavin R. Smith, Director of Development and Alumni Relations, Schar School of

Policy and Government. Should you have any questions regarding your gift please feel free to contact Zavin at zsmith@gmu.edu or 703-993-4035.

We are forever grateful for your generosity. Your gift is an investment in all of the wonderful students at Schar School of Policy and Government and it truly does make a difference.

With Gratitude,

Mark J. Rozell
Dean
Schar School of Policy and Government

Stephen S. Fuller
Director
Stephen S. Fuller Institute

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

5/5/17

Elm Street Development, Inc. — Date
Mr. David Flanagan
President

Accepted for the George Mason University:

4/23/2017

Jennifer Wagner Davis — Date
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

04.20.2017

Janet Bingham, PhD — Date
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

GEORGE MASON UNIVERSITY

Schar School of Policy and Government

3351 Fairfax Drive, MS 3B1, Arlington, Virginia 22201
Phone: 703-993-2280; Fax: 703-993-8215

April 12, 2017

Mr. Til Hazel
6254 Huntley Road
Broad Run, VA 20137-1830

Dear Mr. Hazel:

Thank you for your gift to the George Mason University Schar School of Policy and Government's Stephen S. Fuller Institute Fund. Your support provides essential and immediate resources for our highest priorities, and we are extremely grateful for your generosity. This letter of intent confirms your wishes and the details of your gift. Your gift of $60,000.00 will be made to George Mason University Foundation, Inc. (Foundation) to support the Stephen S. Fuller Institute Fund (Fund).

Your contribution to the Stephen S. Fuller Institute recognizes the great things that our alumni and friends can do to further the successes of our students and faculty. We are looking forward to working with you as we continue to consistently monitor regional issues and the economy, to be able to identify critical conditions and trends impacting the future vitality of the Washington region's economy.

The Stephen S. Fuller Institute is the premier source for information and analysis of Greater Washington's regional economy. The Institute's research is designed to help regional leaders anticipate changes in the economy's direction and other changes that will impact the economy's vitality.

Your generous commitment will be fulfilled through three (3) installments of $20,000.00. Thank you for your first installment of $20,000.00 on August 04, 2016. Your next installment of $20,000.00 is due on or before December 31, 2017. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is three percent (3%).

In recognition of your generosity, the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

The Schar School of Policy and Government brings together eager minds, world-class academic scholars, and public intellectuals striving to create a brighter future. As a regional leader and a nationally recognized institution, the School is proud to provide an environment that provides useful research for the community and shapes leaders who advance the public good.

We want to thank you again for your support of George Mason University. If the above information accurately reflects your intent, please sign, date this letter in the signature block, and return one original copy to Zavin R. Smith, Director of Development and Alumni Relations, Schar School of Policy and Government. Should you have any questions regarding your gift please feel free to contact Zavin at zsmith@gmu.edu or 703-993-4035.

We are forever grateful for your generosity. Your gift is an investment in all of the wonderful students at Schar School of Policy and Government and it truly does make a difference.

With Gratitude,

Mark J. Rozell
Dean
Schar School of Policy and Government

Stephen S. Fuller
Director
Stephen S. Fuller Institute

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

Mr. Til Hazel — Date: 5/8/17

Accepted for the George Mason University:

Jennifer Wagner Davis — Date: 4-23-2017
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

Janet Bingham, PhD — Date: 04.20.2017
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

GEORGE MASON UNIVERSITY

Schar School of Policy and Government

3351 Fairfax Drive, MS 3B1, Arlington, Virginia 22201
Phone: 703-993-2280; Fax: 703-993-8215

April 12, 2017

Miller and Long DC, Inc.
Mr. Brett McMahon
7101 Wisconsin Avenue
Suite 800
Bethesda, MD 20814

Dear Mr. McMahon:

Thank you for your gift to the George Mason University Schar School of Policy and Government's Stephen S. Fuller Institute Fund. Your support provides essential and immediate resources for our highest priorities, and we are extremely grateful for your generosity. This letter of intent confirms your wishes and the details of your gift. Your gift of $30,000.00 will be made to George Mason University Foundation, Inc. (Foundation) to support the Stephen S. Fuller Institute Fund (Fund).

Your contribution to the Stephen S. Fuller Institute recognizes the great things that our alumni and friends can do to further the successes of our students and faculty. We are looking forward to working with you as we continue to consistently monitor regional issues and the economy, to be able to identify critical conditions and trends impacting the future vitality of the Washington region's economy.

The Stephen S. Fuller Institute is the premier source for information and analysis of Greater Washington's regional economy. The Institute's research is designed to help regional leaders anticipate changes in the economy's direction and other changes that will impact the economy's vitality.

Your generous commitment will be fulfilled through three (3) installments of $10,000.00. Your first installment of $10,000.00 is due on or before June 30, 2017. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is three percent (3%).

In recognition of your generosity, the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

The Schar School of Policy and Government brings together eager minds, world-class academic scholars, and public intellectuals striving to create a brighter future. As a regional leader and a nationally recognized institution, the School is proud to provide an environment that provides useful research for the community and shapes leaders who advance the public good.

We want to thank you again for your support of George Mason University. If the above information accurately reflects your intent, please sign, date this letter in the signature block, and return one original copy to Zavin R. Smith, Director of Development and Alumni Relations, Schar School of

Policy and Government. Should you have any questions regarding your gift please feel free to contact Zavin at zsmith@gmu.edu or 703-993-4035.

We are forever grateful for your generosity. Your gift is an investment in all of the wonderful students at Schar School of Policy and Government and it truly does make a difference.

With Gratitude,

Mark J. Rozell
Dean
Schar School of Policy and Government

Stephen S. Fuller
Director
Stephen S. Fuller Institute

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

Miller and Long DC, Inc.
Mr. Brett McMahon
President

5/5/17
Date

Accepted for the George Mason University:

Jennifer Wagner Davis
Senior Vice President for Administration and Finance

4-23-2017
Date

Accepted for the George Mason University Foundation, Inc.:

Senior Vice President for Janet Bingham

Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

04-20-2017
Date

GEORGE MASON UNIVERSITY

Schar School of Policy and Government

3351 Fairfax Drive, MS 3B1, Arlington, Virginia 22201
Phone: 703-993-2280; Fax: 703-993-8215

June 6, 2017

The Peterson Companies
Mr. Jon Peterson
12500 Fair Lakes Circle
Suite 400
Fairfax, VA 22033-3804

Dear Mr. Peterson:

Thank you for your gift to the George Mason University Schar School of Policy and Government's Stephen S. Fuller Institute Fund. Your support provides essential and immediate resources for our highest priorities, and we are extremely grateful for your generosity. This letter of intent confirms your wishes and the details of your gift. Your gift of $60,000.00 will be made to George Mason University Foundation, Inc. (Foundation) to support the Stephen S. Fuller Institute Fund (Fund).

Your contribution to the Stephen S. Fuller Institute recognizes the great things that our alumni and friends can do to further the successes of our students and faculty. We are looking forward to working with you as we continue to consistently monitor regional issues and the economy, to be able to identify critical conditions and trends impacting the future vitality of the Washington region's economy.

The Stephen S. Fuller Institute is the premier source for information and analysis of Greater Washington's regional economy. The Institute's research is designed to help regional leaders anticipate changes in the economy's direction and other changes that will impact the economy's vitality.

Your generous commitment will be fulfilled through three (3) installments of $20,000.00. Thank you for your first installment of $20,000.00 on May 25, 2017. Your next installment of $20,000 is due on or before June 30, 2018. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is three percent (3%).

In recognition of your generosity, the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

The Schar School of Policy and Government brings together eager minds, world-class academic scholars, and public intellectuals striving to create a brighter future. As a regional leader and a nationally recognized institution, the School is proud to provide an environment that provides useful research for the community and shapes leaders who advance the public good.

We want to thank you again for your support of George Mason University. If the above information accurately reflects your intent, please sign, date this letter in the signature block, and return one original copy to Zavin R. Smith, Director of Development and Alumni Relations, Schar School of

Policy and Government. Should you have any questions regarding your gift please feel free to contact Zavin at zsmith@gmu.edu or 703-993-4035.

We are forever grateful for your generosity. Your gift is an investment in all of the wonderful students at Schar School of Policy and Government and it truly does make a difference.

With Gratitude,

Mark J. Rozell
Dean
Schar School of Policy and Government

Stephen S. Fuller
Director
Stephen S. Fuller Institute

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

7/5/2017
Date

The Peterson Companies
Mr. Jon Peterson
Principal

Accepted for the George Mason University:

6-14-2017
Date

Jennifer Wagner Davis
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

06.12.2017
Date

Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

GIFT AGREEMENT FOR THE ALI VURAL AK **CENTER for GLOBAL ISLAMIC STUDIES**

PARTIES

This Confidential Agreement is by and between Vural Ak, residing at Org. San. Bol. 3. Cad. G-131 Sok. No:26 Umraniye, Istanbul-TURKEY, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., Fairfax, Virginia, hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Center for Global Islamic Studies Fund, hereinafter called the FUND, and to reach the objective mentioned below, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the Ali Vural Ak Center for Global Islamic Studies, hereinafter called the CENTER. The mission of the CENTER is to become an exemplary program for Islamic Studies scholarship, community outreach and enrichment, and the source of future leaders of change in the 21st century who will investigate and analyze issues from a global perspective. It is the goal of the CENTER to become an active center in the area for teaching and research in Islamic Studies, with an emphasis on the need today to provide the surrounding community and broader public with a sound and nuanced understanding of the Islamic faith, its role in history and in current patterns of globalization. The activities of the CENTER will articulate the university's demonstrated commitment in recent years to building programs with a global focus and with the University's particular emphasis on the need for establishing strong relationships and greater mutual understanding between the peoples of the Muslim world and the United States, as manifest in the Islamic Studies minor and the new Middle East Studies program. The CENTER will also serve the knowledge needs of the American public and contribute to American policy making towards the Muslim world. As George Mason University is unusual in both the size of its Muslim student body and the large Muslim community that resides in Northern Virginia, the CENTER will provide opportunities to engage and build stronger ties with this community. The DONOR has already attached a name to the CENTER as The Ali Vural Ak Center for Global Islamic Studies, which will remain in effect for the duration of this gift.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Mr. Vural Ak
   CEO & Chairman
   Intercity

Dudullu Organize Sanayi Bolgesi
3 Cadde, G-131 Sokak, No: 26
Yukari Dudullu
Istanbul 34775
TURKEY

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:
   - Mr. Vural Ak

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby pledges and promises through this Agreement to make gifts to the FOUNDATION between now and July 1, 2020 totaling $4,000,000 (including $1.1million already paid). Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The UNIVERSITY is most grateful for the DONOR's generous support of the CENTER with eleven gifts totaling $1.1 million. The DONOR will make below payments in satisfaction of this $4,000,000 pledge according to the following payment schedule:

Payment 12	$100,000	on or before	November 15, 2012
Payment 13	$100,000	on or before	March 1, 2013
Payment 14	$100,000	on or before	July 1, 2013
Payment 15	$100,000	on or before	November 1, 2013
Payment 16	$100,000	on or before	April 1, 2014
Payment 17	$100,000	on or before	September 1, 2014
Payment 18	$100,000	on or before	January 1, 2015
Payment 19	$100,000	on or before	April 1, 2015
Payment 20	$100,000	on or before	July 1, 2015
Payment 21	$100,000	on or before	October 1, 2015
Payment 22	$100,000	on or before	January 1, 2016
Payment 23	$100,000	on or before	April 1, 2016
Payment 24	$100,000	on or before	July 1, 2016
Payment 25	$100,000	on or before	October 1, 2016
Payment 26	$100,000	on or before	January 1, 2017
Payment 27	$100,000	on or before	April 1, 2017
Payment 28	$100,000	on or before	July 1, 2017
Payment 29	$100,000	on or before	October 1, 2017
Payment 30	$100,000	on or before	January 1, 2018
Payment 31	$100,000	on or before	April 1, 2018
Payment 32	$100,000	on or before	July 1, 2018
Payment 33	$100,000	on or before	October 1, 2018
Payment 34	$100,000	on or before	January 1, 2019
Payment 35	$100,000	on or before	April 1, 2019

Payment 36	$100,000	on or before	July 1, 2019
Payment 37	$100,000	on or before	October 1, 2019
Payment 38	$100,000	on or before	January 1, 2020
Payment 39	$100,000	on or before	April 1, 2020
Payment 40	$100,000	on or before	July 1, 2020

No interest or penalty shall be accrued due to any delay of the mentioned payments.

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 3 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement shall be binding upon the DONOR and on the UNIVERSITY and the FOUNDATION.

7. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

8. If in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement. Additionally, the DONOR reserves the right to terminate this agreement and funding with immediate effect under such circumstances.

9. The CENTER shall pass through a biennial review process. The review report shall be reviewed by a seven-member advisory board, which shall be selected as follows: two (2) members will be selected by the DONOR, two (2) members will be selected by the UNIVERSITY, and three (3) additional members will be selected jointly by the DONOR and the UNIVERSITY; these three additional members will be selected from outside of the UNIVERSITY and will be senior scholars in the field of Islamic studies. Continuation of funding will depend on these reviews and the affirmative review reports of the advisory board. In the event that the review report is not satisfactory and affirmative, the DONOR may terminate the Agreement and funding.

10. During the duration of this Agreement and funding, the UNIVERSITY is obliged to provide office space and other broader infrastructure support. An administrative assistant position will be funded from this grant. The DONOR reserves the right to terminate this Agreement and funding with immediate effect if the UNIVERSITY fails to fulfill its obligations stated in this article.

11. Whenever a new director of this CENTER is appointed by the UNIVERSITY, the advisory board will be thoroughly briefed and consulted and will have significant input on the search process prior to the appointment.

12. The DONOR shall not be liable for claims of any loss, damages or expenses whatsoever arising from the termination of this Agreement.

13. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of

Virginia.

14. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 5th day of November, 2012.

Vural Ak
Donor

By: _____
Peter N. Stearns
Provost, George Mason University

By: _____ 11/20/2012
Jack R. Censer
Dean, College of Humanities and Social Sciences
George Mason University

By: _____
Marc Q. Broderick
Vice President, George Mason University

By: _____
Elizabeth A. Brock
Associate Vice President & Controller
George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Dean, College of Humanities and Social Sciences, George Mason University

NON ENDOWED PROGRAM

George Mason University Foundation, Inc.

INTENT TO CONTRIBUTE
TO THE
ROSENZWEIG DIRECTOR'S FUND FOR THE CENTER FOR HISTORY AND NEW MEDIA

PARTIES

This confidential Agreement is by and between [redacted] hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used allocated to the Rosenzweig Director's Fund for the Center for History and New Media, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the Roy Rosenzweig Center for History and New Media (Center). This gift is intended to be spent at the discretion of the director of the Center. The FUND may be used for staff support, special travel requests, program and project support, graduate student support, and other Center needs. However, if the current director resigns during the pledge period, the DONOR will have the option of terminating remaining contributions. The DONOR makes this gift under a good-faith understanding that the College of Humanities and Social Sciences and the UNIVERSITY will continue their financial support of the Center and help to promote its projects over the pledge period and beyond. The Office of the Dean of the College of Humanities and Social Sciences will provide an administrative report on the UNIVERSITY's support of the Center to the DONOR by June 15 of each year of the agreement.

The DONOR is making this gift anonymously.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   [redacted]

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   - **Anonymous**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR hereby pledges through this Agreement to make gifts to the FOUNDATION between now and June 30, 2023 totaling $10,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $10,000 pledge according to the following payment schedule:

Payment 1	$2,000	on or before June 30, 2015
Payment 2	$2,000	on or before June 30, 2016
Payment 3	$2,000	on or before June 30, 2017
Payment 4	$2,000	on or before June 30, 2018
Payment 5	$2,000	on or before June 30, 2019

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

7. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

8. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

9. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

[redacted](ANONYMOUS)-CHNM DIRECTOR'S FUND

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 15 day of Oct, 2014.

[redacted]
Donor

By: Deborah J. Boehm-Davis
Deborah Boehm-Davis
Dean, College of Humanities and Social Sciences
George Mason University

By:
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: Janet Bingham
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy:

- Dean, College of Humanities and Social Sciences, George Mason University

NON ENDOWED PROGRAM

George Mason University Foundation, Inc.

INTENT TO CONTRIBUTE
ESTABLISHING THE
ROSENZWEIG DIRECTOR'S FUND FOR THE CENTER FOR HISTORY AND NEW MEDIA

PARTIES

This confidential Agreement is by and between [redacted], hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Rosenzweig Director's Fund for the Center for History and New Media, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the Roy Rosenzweig Center for History and New Media (Center). This gift is intended to be spent at the discretion of the director of the Center. The FUND may be used for staff support, special travel requests, program and project support, graduate student support, and other Center needs. The gift is pledged over 10 years. However, if the current director resigns during the pledge period, the DONOR will have the option of terminating remaining contributions. The DONOR makes this gift under a good-faith understanding that the College of Humanities and Social Sciences and the UNIVERSITY will continue their financial support of the Center and help to promote its projects over the pledge period and beyond. The Office of the Dean of the College of Humanities and Social Sciences will provide an administrative report on the UNIVERSITY's support of the Center to the DONOR by June 15 of each year of the agreement.

The DONOR is making this gift anonymously.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

[redacted]

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

    - **Anonymous**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR hereby pledges through this Agreement to make gifts to the FOUNDATION between now and June 30, 2023 totaling $150,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $150,000 pledge according to the following payment schedule:

Payment 1	$15,000	on or before August 30, 2014
Payment 2	$15,000	on or before June 30, 2015
Payment 3	$15,000	on or before June 30, 2016
Payment 4	$15,000	on or before June 30, 2017
Payment 5	$15,000	on or before June 30, 2018
Payment 6	$15,000	on or before June 30, 2019
Payment 7	$15,000	on or before June 30, 2020
Payment 8	$15,000	on or before June 30, 2021
Payment 9	$15,000	on or before June 30, 2022
Payment 10	$15,000	on or before June 30, 2023

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

7. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

8. If at some time in the future, the Center no longer exists and objective of the FUND is no longer possible

or practical of fulfillment, the DONOR (if living) will redirect the gift. If the DONOR is deceased, her wish is for the fund to be split evenly between the History and English departments.

9. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

[redacted] ANONYMOUS)-CHNM DIRECTOR'S FUND

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 8 day of August, 2014.

[redacted]
Donor

By: Deborah A. Boehm-Davis
Deborah Boehm-Davis
Dean, College of Humanities and Social Sciences
George Mason University

By: Jennifer W Davis
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: Janet Bingham
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy:

- Dean, College of Humanities and Social Sciences, George Mason University

George Mason University Foundation, Inc.

INTENT TO CONTRIBUTE ESTABLISHING THE
KYLE WILSON MEMORIAL SCHOLARSHIP ENDOWMENT

PARTIES

This confidential Agreement is by and between The Prince William Professional Firefighters Union, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR intends to establish a fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Kyle Wilson Memorial Scholarship Endowment, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

Kyle R. Wilson, UNIVERSITY graduate, received his Bachelor of Science Degree from the College of Education and Human Development in 2005. A lifelong resident of Prince William County, Kyle became a firefighter, graduating from the Prince William County Public Safety Academy in 2006. He served as a member of Fire Station 12 in Woodbridge where he served until tragically losing his life while fighting an early morning, three-alarm residence fire in Woodbridge, Virginia on April 16, 2007.

In response to Kyle's death and his heroic actions as a fire fighter, The Prince William Professional Fire Fighters local of the International Association of Fire Fighters established a memorial Fund in Kyle's memory. Together with Kyle's family which includes his father Bob, mother Susan, sister Kelli, and brother Chris, the Prince William County firefighters and numerous friends, have sought to honor Kyle's memory and legacy of service with a lasting memorial in his name. To that end, an endowed scholarship fund – The Kyle Wilson Memorial Scholarship Fund- will be established with this gift, and will be awarded to a deserving undergraduate student at the College of Education and Human Development, Division of Health and Human Performance, Athletic Training Program.

OBJECTIVE

The purpose of the FUND is to provide scholarships for undergraduate students in the UNIVERSITY's Athletic Training Program. To qualify for this award, recipients will be:

1. An undergraduate student majoring in Athletic Training
2. Admitted to the professional phase of the Athletic Training Education Program at the UNIVERSITY
3. Have a minimum overall GPA of 3.0
4. Preference will be given to residents of Virginia.

PROVISIONS

1. The DONOR intends, through this Agreement, to make gifts to the FOUNDATION between now and December 31, 2016 totaling $100,000. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR intends to make payments in satisfaction of this $100,000 pledge according to the following payment schedule:

Payment 1	$70,000 on or before December 31, 2012
Payment 2	$ 7,500 on or before December 31, 2013
Payment 3	$ 7,500 on or before December 31, 2014
Payment 4	$ 7,500 on or before December 31, 2015
Payment 5	$ 7,500 on or before December 31, 2016

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4. The original contribution and all other subsequent contributions by the DONOR or others to the FUND shall be invested in a true endowment with only the income to be used as described herein. The DONOR understands that the UNIVERSITY will make the appropriate efforts to meet all necessary requirements to qualify for matched funding from the Virginia Graduate and Undergraduate Assistance Program, contingent upon the level of state funding of the program.

5. The income from the FUND shall be used solely to further the objective as stated above.

6. The FUND shall be invested and income shall be treated and expended in accordance with the established policies of the FOUNDATION. The income from the FUND in each year, for all purposes under this Agreement, shall be a percentage of a market value average of the assets of the FUND, such percentage and the length and timing of such market value average to be determined annually by the Board of Trustees of the FOUNDATION under the standards set forth in the Virginia Uniform Prudent Management of Institutional Funds Act, Virginia Code section 55-268.14, as amended or the corresponding provisions of any subsequent Virginia law. Endowments are currently charged a fee of 1.75 percent annually on the market value average, which market value average is calculated in the manner determined annually by the Board of Trustees of the FOUNDATION, of the assets of the FUND. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

7. Scholarship recipients will be selected by a committee appointed by the Dean of the College of Education and Human Development in coordination with the Office of Student Financial Aid.

8. Should gifts to the FUND fail to meet the UNIVERSITY's required minimum for establishment of an endowed scholarship fund by the end of the pledge period, the FOUNDATION Board of Trustees, upon recommendation by the UNIVERSITY President, shall determine a use for the funds, and any income accumulated thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

9. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND and the use of any accumulated income thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

10. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

11. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

12. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

PRINCE WILLIAM PROFESSIONAL FIREFIGHTERS UNION-KYLE WILSON MEMORIAL SCHOLARSHIP ENDOWMENT

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 5th day of December, 2012.

David Erik McCoy
Secretary Treasurer
Prince William County Firefighters

Paul J. Hebert
President
Prince William County Firefighters

By: _____
Mark R. Ginsberg
Dean, College of Education and Human Development
George Mason University

By: _____
Marc Q. Broderick
Vice President, George Mason University

By: _____
Elizabeth A. Brock
Associate Vice President & Controller
George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copies:

- Dean, College of Education and Human Development, George Mason University
- Office of Student Financial Aid

GEORGE MASON UNIVERSITY

June 27, 2017 Received August 2017 SW

ADDENDUM #2 TO THE LETTER OF INTENT:

Kyle Wilson Memorial Scholarship

This addendum to the Intent to Contribute delineates our mutually agreed upon understanding in relation to the purpose of the Kyle Wilson Memorial Scholarship Endowment and current use funds, additional fundraising for a 3-year period, and the awarding of the Kyle Wilson Scholarships. It is our understanding that:

The OBJECTIVE is that the scholarship fund payout will be split as described below to include a qualified graduate student or students who are enrolled in the George Mason Athletic Training Program and who have completed a minimum of one semester with a B average. Preference will be given to residents of Virginia, and funds will be applied to tuition. The graduate scholarship or ships can be renewed assuming the student meets the academic requirements.

PROVISIONS

The allocation formula for awarding scholarships from the annual endowment "PAY-OUT" is: 60% (approximately $3,000) for a deserving undergraduate student and 40% for a deserving graduate student (approximately $2,000).

In recognition of their outstanding support of the Kyle Wilson Memorial Scholarship efforts, it is agreed that $15,000 in "current-use" funds received as a result of the Kyle Wilson fund-raising efforts will be awarded to Drs. Shane and Amanda Caswell to use for their ongoing athletic training research.

Administration of the awarding of the scholarships during the next three years will continue under the direction of the director of the Athletic Training Program, Dr. Amanda Caswell, who will chair the committee, and Dr. Shane Caswell, who will serve as a committee member, Robert and Susan Wilson shall serve on the selection committee for 2017, 2018 and 2019. The chair of the committee will coordinate with the university's financial aid office and the CEHD Office of

* Donors may participate in a non-voting capacity only.
Susan De Lemos, CFO, GMU Foundation

the Associate Dean of Student and Academic Affairs in the awarding of the undergraduate and graduate Kyle Wilson Memorial Scholarships.

One significant fund-raising activity—The Kyle Wilson Memorial Softball Tournament, chaired by Cherish Green, will continue for the next three years (2017, 2018, 2019). Funds from these philanthropic efforts will be placed in support of the allocations described above.

Mark R. Ginsberg, PhD

Robert and Susan Wilson

Shane Caswell, PhD

Amanda Caswell, PhD

Cc: Cherish Green

George Mason University Foundation, Inc.
Journal Entry Form

Journal entries can be initiated to transfer account funds or expenses between Foundation accounts.

Transfer of expense ____

Voucher #:_____
Check #: _____
Vendor: _____
Date of voucher:_____

Original charge:
Account #:_____
Name: _____

Account to be charged:
#:_____
Name: _____

Transfer of funds X

Account holding funds:
#: 02-020313
Name: Kyle Wilson Memorial Endowed Scholarship
Amount: $15,000.00
Account to be credited:
#: 02-020325
Name: Caswell Athletic Training Research
Amount: $15,000.00

Description of transfer:
Transfer per donor request, from Wilson Scholarship to Caswell Research

X See donor signed addendum May 15, 2017
Account signer of account from which funds are being transferred from — Date

Please complete this form and attached all pertinent backup documentation. Backup documentation should show/explain reason for transfer, if transferring donor funds letter from donor stating they would like funds transferred; if expense why it is being moved, etc. Once completed please return form to Jin Jun by mail at MSN 1A3 or by email at jjun3@GMU.EDU.

✓ Yes, please send me a copy to MSN 2F1 Attn: Chris Chen

___ No, I do not need a copy forwarded to me

George Mason University Foundation, Inc.

GIFT AGREEMENT ESTABLISHING THE
YU YUEN KIT GRADUATE FELLOWSHIP

PARTIES

This Agreement is by and between Paul T.M. So, Ph.D, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Yu Yuen Kit Graduate Fellowship, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide fellowships for a minimum of 1 graduate fellow in the Krasnow Institute for Advanced Study and a minimum of 1 graduate fellow in the College of Science. The Yu Yuen Kit Fellows will conduct doctoral research under the mentorship of either a Krasnow Institute or a College of Science faculty member that will lead either to a Ph.D. in neuroscience or a Ph.D. in physics.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and December 31, 2013 totaling $140,273.15. Additionally, the donor intends to establish an endowment in the future to ensure that future Yu Yuen Kit Fellows can be identified, selected and fully supported by this fund. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND. Additional gifts may be made to the FUND by the DONOR or others.

2. The DONOR will make payments in satisfaction of this $140,273.15 pledge according to the following payment schedule:

Payment 1	$46,556.00 on or before December 31, 2011
Payment 2	$46,753.76 on or before December 31, 2012
Payment 3	$46,963.39 on or before December 31, 2013

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4400 University Drive, MSN 1A3 • Fairfax, Virginia 22030-4444 • (703) 993-8850 telephone • (703) 993-8851 facsimile

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. At the DONOR's request, the FOUNDATION agrees to reduce this administrative fee to 3 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. One Fellowship recipient will be selected by a committee appointed by the Dean of the College of Science in coordination with the Office of the Provost and the Office of Student Financial Aid. The recipient must meet the following criteria:

    a. Be a first-time Ph.D. student studying Physics
    b. Achieved a minimum GPA of 3.5 in the most recently earned degree
    c. Have a minimum combined math and verbal GRE score of 1200
    d. Upon selection, graduate fellows must remain in good academic standing with a minimum 3.0 GPA

    One Fellowship recipient will be selected by a committee appointed by the Director of the Krasnow Institute for Advanced Studies in coordination with the Office of the Provost and the Office of Student Financial Aid. The recipient must meet the following requirements:

    a) Be a first-time Ph.D. student studying Neuroscience
    b) Achieved a minimum GPA of 3.5 in the most recently earned degree
    c) Have a minimum combined math and verbal GRE score of 1200
    d) Upon selection, graduate fellows must remain in good academic standing with a minimum 3.0 GPA

7. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

8. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

9. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living, or appointee, and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

10. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 3rd day of August, 20 11

Paul T. M. So, Ph.D
Donor

By: _____
Vikas Chandhoke
Dean, College of Science
George Mason University

By: _____
James Olds
Director, The Krasnow Institute for Advanced Studies
George Mason University

By: _____
Marc Q. Broderick
Vice President, George Mason University

By: _____
Maurice W. Scherrens
Senior Vice President, George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copies:

- Office of the Provost, George Mason University
- Dean, College of Science, George Mason University
- Director, Krasnow Institute for Advanced Studies, George Mason University
- Office of Student Financial Aid, George Mason University

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George Mason University Foundation, Inc.

GIFT AGREEMENT
THE JOURNAL FOR SOCIAL HISTORY COPYRIGHTS

PARTIES

This Agreement is by and between Peter N. Stearns, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR hereby gives, donates, transfers, and conveys to the FOUNDATION, for the benefit of the UNIVERSITY; the materials described as the copyrights to The Journal for Social History, hereinafter called the COPYRIGHTS, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The Journal for Social History is described as the original creation and intellectual property of the DONOR. It is the DONOR'S intent that the proceeds of the intended sale of the COPYRIGHTS be allocated to the Center for History and New Media.

PROVISIONS

1. The DONOR hereby gives, donates, assigns, and conveys all of his/her/their rights in and title to the COPYRIGHTS to the FOUNDATION.

2. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to donate the COPYRIGHTS to the FOUNDATION between now and December 31, 2010. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gift as specified above.

3. The DONOR warrants that s/he/they is the sole owner of the property conveyed and that such property does not infringe on any copyrights, violate any property rights, or contain any unlawful matter.

4. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

5. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

6. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

4400 University Drive, MSN 1A3 • Fairfax, Virginia 22030-4444 • (703) 993-8850 telephone • (703) 993-8851 facsimile

7. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 7 day of 12, 20 10.

Peter N. Stearns
Donor

By: _____
Marc Q. Broderick
Vice President, University Development and Alumni Affairs
George Mason University

By: _____
Jack R. Censer
Dean, College of Humanities and Social Sciences
George Mason University

By: _____
Maurice W. Scherrens
Senior Vice President, George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

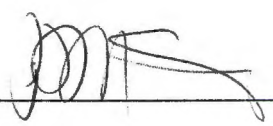
Copy:

- Dean, College of Humanities and Social Sciences

Peter N. Stearns

George Mason University Foundation, Inc.:

In support of the National Endowment for the Humanities challenge grant award, please direct my December 7, 2010 gift to the Center for History and New Media Endowment to be matched and expended for the approved purpose of the grants.

Signature  Date 1/4/11

MEMORANDUM OF UNDERSTANDING
BETWEEN
GEORGE MASON UNIVERSITY,
THE GEORGE MASON UNIVERSITY FOUNDATION, INC.,
AND
THE PHOENIX PROJECT

THIS **MEMORANDUM OF UNDERSTANDING** ("Agreement"), dated this 1st day of July, 2012, (the "Effective Date"), is made by and among George Mason University ("Mason"), an educational institution and agency of the Commonwealth of Virginia with offices located at 4400 University Drive, Fairfax, VA 22030, and the Phoenix Project ("Phoenix"), a not-for-profit Virginia nonstock corporation, with offices located at 6025 Queenston Street, Springfield, VA 22152, and the George Mason University Foundation, with offices located at 4400 University Drive, Fairfax, VA 22030 (the "Foundation") (together, Mason and Phoenix and the Foundation are referred to as the "Parties").

WHEREAS, Phoenix was established in 2006 to accelerate the social entrepreneurship movement in Virginia by devising leadership education programs for next generation social innovators and by building networks and partnerships that increased the capacity for recovery of economically distressed communities; and

WHEREAS, Mason and Phoenix entered into that certain Agreement dated March 28, 2011, through which Phoenix would lead at Mason efforts to design, launch and manage for an initial period a Center for Social Entrepreneurship; and

WHEREAS, Mason, pursuant to and in accordance with the requirements of its Faculty Handbook, a policy adopted by the Board of Visitors of Mason, created a division of the University called a center (as defined in the Faculty Handbook), called the Center for Social Entrepreneurship (the "Center"), which Center has been led and managed effectively thereafter by Phoenix; and

WHEREAS, Greg Werkheiser ("Werkheiser"), the founder and Executive Director of the Phoenix Project has served since March 28, 2011 as the inaugural Managing Director of the Center for Social Entrepreneurship while an employee of Phoenix; and

WHEREAS, Phoenix and Mason now desire to further their relationship; and

WHEREAS, the Foundation is an organization described in Internal Revenue Code section 501(c)(3), the primary purpose of which is to manage investment and endowment assets held by it for the support of Mason,

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the Parties mutually agree to all of the following:

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1. **Term and Termination.** This Agreement shall be for a period of three (3) years from the Effective Date. Any Party may terminate this Agreement without cause, at any time following the one-year anniversary of the Effective Date, by providing no less than thirty (30) days' written notice to the other Parties.

2. **Phoenix Warranties, Representations, and Responsibilities.**

   (a) Phoenix warrants and represents to Mason and the Foundation that Phoenix's officers and board members were provided with a copy of this Agreement and that Phoenix's board properly authorized the person executing this Agreement on behalf of Phoenix to execute this Agreement. The corporate resolution authorizing this Agreement is attached hereto as Exhibit "A".

   (b) Phoenix warrants and represents that it has as of the Effective Date expended any and all corporate assets in furtherance of its efforts in the preceding months to launch and manage the Center, with the exception of certain office furnishings and supplies with an aggregate value of less than $5,000, ownership of which it hereby transfers, without restriction, to the Foundation.

   (c) Phoenix warrants and represents that on the Effective Date, no suit, action or other proceeding is pending before any court or governmental or regulatory authority which seeks to restrain or prohibit or to obtain damages or other relief from Phoenix, and that Phoenix has not been advised or notified of the possibility of any such suit, action, or other proceeding.

   (d) Phoenix grants an exclusive license for the term of this Agreement to Mason and the Foundation to copy, distribute, publish, display or modify the intellectual property retained by Phoenix under the terms of the March 28, 2011 Memorandum of Understanding. The Parties agree that any derivative works of such intellectual property created by Mason employees shall be the property of Mason.

3. **Employment of Werkheiser**. On the Effective Date, Mason shall enter into an employment agreement with Werkheiser simultaneous to the Agreement. If Mason and Werkheiser are unable to reach and execute such employment agreement, this Agreement shall be null and void.

4. **Transfer of Future Income.**

   (a) Phoenix shall convey to the Foundation, annually, all cash received in excess of Phoenix's reasonable operating expenses and expenses associated with funding a reserve account.

(b) The cash assets conveyed by Phoenix to the Foundation shall be held in a fund (the "Fund"), the assets of which shall be used by the Foundation for the benefit of Mason to support of the Center. However, if the Center ceases to exist, such assets shall be used for the benefit of Mason and for such purposes as the Foundation's Board shall determine to be in the best interests of the Foundation and Mason.

(c) Phoenix shall modify the Corporate Purpose of its Articles of Incorporation and the Bylaws, to provide that the purpose of the corporation shall be "to promote the mission and programs of the Mason Center for Social Entrepreneurship (the "Center") of George Mason University."

5. **Phoenix Obligations.**

(a) Fund-Raising Activities. Phoenix agrees that it shall coordinate all fundraising activities with the Center and the Mason Development Office, and shall comply with all procedures and rules of the Mason Development Office. Any funds received by Phoenix in excess of those contemplated in 4(a), shall be deposited into the Fund and managed and disbursed by the Foundation.

(b) Phoenix agrees that neither Mason nor the Foundation is assuming, and shall not in any way be liable or responsible for, any liabilities, obligations, or debts of Phoenix, whether accrued, absolute, contingent or otherwise, arising before, on, or after the Effective Date.

(c) Phoenix shall maintain in good standing its registration with the Virginia State Corporation Commission at all times during the Term of this Agreement.

(d) Tax Matters. Phoenix shall prepare and timely file all tax returns and reports including information returns required to be filed by it under federal, state and local laws. Phoenix shall promptly inform Mason and the Foundation in the event of any audit of Phoenix's tax returns or reports by any governmental entity. Phoenix shall not use Mason's or the Foundation's taxpayer identification number or Mason's or the Foundation's tax-exempt status in connection with purchases or sales by Phoenix, gifts to Phoenix, interest or other income of Phoenix, or any other activity of Phoenix.

(e) Insurance. Phoenix shall procure and continue in effect a comprehensive general liability insurance policy to protect against any and all claims for injury or damages to persons and property, real and personal, arising in any manner in connection with this Agreement, including but not limited to, a professional liability, libel, and slander endorsement(s) and a non-owned and hired vehicle liability policy (if applicable), each with $1,000,000 coverage per occurrence and a $3,000,000 umbrella policy. These policies will name George Mason University, the Commonwealth of Virginia, the Foundation, and their employees and agents, as Additional Insureds. In locations

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where it is required, Workers Compensation coverage shall also be maintained. Phoenix shall furnish Mason and the Foundation with certificates of insurance indicating such coverage. Phoenix agrees to keep Mason and the Foundation advised of any changes in this policy and to provide Mason and the Foundation with a copy of the Additional Insured endorsement of the policy.

(f) Audit. Phoenix shall have an annual audit performed by an independent auditor and shall provide copies of Phoenix's Treasury Form 990 or 990T, financial statements, management letter and management response produced in connection with the audit to Mason's Dean of the College of Humanities and Social Sciences. Phoenix agrees to participate in Mason's related corporation internal audit program. All costs of both the annual audit and the internal audit work performed for Phoenix shall be paid by Phoenix. Phoenix shall be exempted from the requirement for an annual external audit provided that: (1) Phoenix has not held any financial assets for the twelve-month period preceding the fiscal year ending date; (2) The officers of Phoenix certify annually that no financial activities or transactions have occurred or are occurring outside those reflected in the records of Phoenix or the Foundation; and (3) Phoenix continues to participate in Mason's related corporation internal audit program.

6. **Mason Obligations.**

(a) Supportive Environment. Mason will provide a supportive intellectual, administrative and programmatic environment in which the Center can be sustained and grow, and for cross-campus collaboration by staff, faculty, students and alumni. Mason's development staff shall assist and cooperate to the extent practicable in fundraising efforts for the Center.

(b) Mason shall allocate certain funds for the first year of operation of the Center, in the amounts indicated in the Center's budget which has been approved by the Dean of the College of Humanities and Social Sciences.

7. **Relationship of the Parties.**

(a) The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of any other except for such purposes as may be specifically enumerated herein. Nothing contained in this Agreement shall be construed to create any partnership or joint venture between the Parties. Neither Party sponsors, endorses, or makes any express or implied warranties for the other.

(b) No Party shall be responsible for the contracts, acts, or omissions of any other Party.

(c) Phoenix shall not hold itself out as being part of, controlled by, or acting at the direction of Mason or the Foundation. Phoenix agrees to take reasonable measures to ensure that third parties understand that Phoenix is not part of Mason or the Foundation. With respect to advertising, publicity, correspondence, contracts, or other formal means of communication, Phoenix will use its full corporate name to avoid confusion on the part of third parties.

8. **General.**

a. Notice. Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by nationally recognized overnight delivery service, or personally served upon the appropriate Parties.

b. Applicable Law; Venue. This Agreement shall be construed, governed and interpreted by and in accordance with the laws of the Commonwealth of Virginia. Any litigation with respect to this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia. The Parties agree that they shall at all times comply with all applicable federal and state laws and regulations. Applicable regulations may include but are not limited to information technology security policies published by the Virginia Information Technology Agency, including:
Information Technology Security Policy (SEC500-02)
Information Technology Security Standard (SEC501-01)
Information Technology Security Audit Standard (SEC502-00).

c. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all of the Parties.

d. Severability. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.

e. Waiver. The failure of a Party to enforce any provision in this Agreement shall not be deemed a waiver of such right.

f. Assignment. No Party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Parties. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

g. Publicity. Except as specifically provided for herein, no Party shall use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia,

trademarks, pictures or other representation of the other Party or Parties or their employees except on the specific written authorization in advance by such Party. All requests for authorization must be received in writing by the appropriate Party no later than ten (10) days in advance of the use date, unless such advance notice is otherwise waived in writing by the granting Party.

h. Nondiscrimination. The Parties to this Agreement agree to not discriminate on any basis prohibited by law or Mason policy.

i. Force Majeure. No Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, and acts of God.

j. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.

k. Authorized Signatures. The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

l. Conflicts of Interest. No employee of Mason may receive compensation directly from Phoenix unless authorized by Mason in writing.

m. Third-Party Beneficiaries. No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.

n. Authority to Transact Business. If Phoenix is a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or is registered as a registered limited liability partnership, it shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise is required by law. In the event Phoenix fails at any time to maintain such registration, this Agreement is voidable by Mason.

o. Liability.

(1) Liability. Phoenix agrees to be responsible for the ordinary negligent acts or omissions of its employees and agents causing harm to persons not a party to this Agreement. To the extent provided by law, Mason agrees to be responsible for the ordinary negligent acts or omissions of its employees and agents causing harm to persons not a party to this Agreement.

(2) Limitation of Liability. The Parties shall not be liable for incidental, consequential, indirect, or specific damages including, without limitation, lost business profits or

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revenue of any other Party. This limitation is a critical element of the Parties' bargained-for consideration and will be effective even in the event a Party is informed in advance of the possibility of such damages. Phoenix understands and agrees that neither it nor its directors, officers, employees or staff are protected by Mason's or the Commonwealth of Virginia's or the Foundation's insurance policies or self-insurance plans in connection with Phoenix's activities. The Parties will not provide any legal defense for another Party or any agent thereof in the event of any claim against any of them.

IN WITNESS THEREOF, the Parties have signed and sealed this Agreement as of the date first written above:

THE PHOENIX PROJECT

By:_____
(Authorized Officer) GREG WERKHEISER FOR MICHAEL CAPLIN

Title: CHAIR, BOARD OF DIRECTORS

Date: JULY 6, 2012

GEORGE MASON UNIVERSITY

By:_____
Maurice W. Scherrens

Title: Senior Vice President

Date:_____

GEORGE MASON UNIVERSITY

By:_____
Peter N. Stearns

Title: Provost

Date:_____

GEORGE MASON UNIVERSITY

By: _____
Jack Censer

Title: Dean, College of Humanities and Social Sciences

Date: 8/13/2013

THE GEORGE MASON UNIVERSITY FOUNDATION, INC.

By: _____
David Roe

Title: President

Date: 8/10/2012

2

BOARD RESOLUTION

A majority of the Board of Directors of The Phoenix Project on July 6, 2012 approved the following resolution:

Resolved:

WHEREAS The Phoenix Project, a 501(c)(3) organization, was established in 2006 to accelerate the social entrepreneurship movement in Virginia by devising leadership education programs for next generation social innovators and by building networks and partnerships that increased the capacity for recovery of economically distressed communities; and

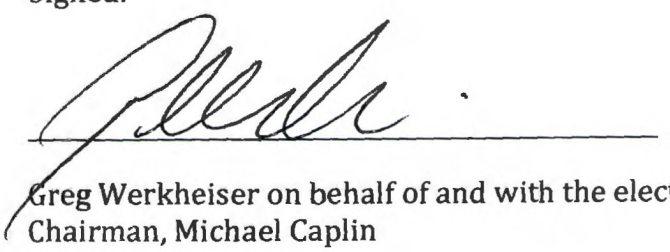
WHEREAS, George Mason University and The Phoenix entered into that certain Agreement dated March 28, 2011, through which The Phoenix Project would lead at George Mason University efforts to design, launch and manage for an initial period a Center for Social Entrepreneurship; and

WHEREAS, The Phoenix Project, George Mason University and the George Mason University Foundation, Inc., now desire to further their relationship; and

WHEREAS, A new Memorandum of Understanding between George Mason University, the George Mason University Foundation, Inc. and the Phoenix Project setting forth the intentions of the parties has been provided to and reviewed by the Phoenix Project Board;

That the Board votes to agree to and endorse the terms of the Memorandum of Understanding and authorizes the same to be executed on their behalf.

Signed:



Greg Werkheiser on behalf of and with the electronically conveyed authorization of Chairman, Michael Caplin

George Mason University Foundation, Inc.

GIFT AGREEMENT ESTABLISHING THE
YU YUEN KIT GRADUATE FELLOWSHIP

PARTIES

This Agreement is by and between Paul T.M. So, Ph.D, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Yu Yuen Kit Graduate Fellowship, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide fellowships for a minimum of 1 graduate fellow in the Krasnow Institute for Advanced Study and a minimum of 1 graduate fellow in the College of Science. The Yu Yuen Kit Fellows will conduct doctoral research under the mentorship of either a Krasnow Institute or a College of Science faculty member that will lead either to a Ph.D. in neuroscience or a Ph.D. in physics.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and December 31, 2013 totaling $140,273.15. Additionally, the donor intends to establish an endowment in the future to ensure that future Yu Yuen Kit Fellows can be identified, selected and fully supported by this fund. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND. Additional gifts may be made to the FUND by the DONOR or others.

2. The DONOR will make payments in satisfaction of this $140,273.15 pledge according to the following payment schedule:

Payment 1	$46,556.00 on or before December 31, 2011
Payment 2	$46,753.76 on or before December 31, 2012
Payment 3	$46,963.39 on or before December 31, 2013

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4400 University Drive, MSN 1A3 • Fairfax, Virginia 22030-4444 • (703) 993-8850 telephone • (703) 993-8851 facsimile

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. At the DONOR's request, the FOUNDATION agrees to reduce this administrative fee to 3 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. One Fellowship recipient will be selected by a committee appointed by the Dean of the College of Science in coordination with the Office of the Provost and the Office of Student Financial Aid. The recipient must meet the following criteria:

    a. Be a first-time Ph.D. student studying Physics
    b. Achieved a minimum GPA of 3.5 in the most recently earned degree
    c. Have a minimum combined math and verbal GRE score of 1200
    d. Upon selection, graduate fellows must remain in good academic standing with a minimum 3.0 GPA

    One Fellowship recipient will be selected by a committee appointed by the Director of the Krasnow Institute for Advanced Studies in coordination with the Office of the Provost and the Office of Student Financial Aid. The recipient must meet the following requirements:

    a) Be a first-time Ph.D. student studying Neuroscience
    b) Achieved a minimum GPA of 3.5 in the most recently earned degree
    c) Have a minimum combined math and verbal GRE score of 1200
    d) Upon selection, graduate fellows must remain in good academic standing with a minimum 3.0 GPA

7. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

8. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

9. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living, or appointee, and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

10. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 3rd day of August, 20 11

Paul T. M. So, Ph.D
Donor

By: _____
Vikas Chandhoke
Dean, College of Science
George Mason University

By: _____
James Olds
Director, The Krasnow Institute for Advanced Studies
George Mason University

By: _____
Marc Q. Broderick
Vice President, George Mason University

By: _____
Maurice W. Scherrens
Senior Vice President, George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copies:

- Office of the Provost, George Mason University
- Dean, College of Science, George Mason University
- Director, Krasnow Institute for Advanced Studies, George Mason University
- Office of Student Financial Aid, George Mason University

NON ENDOWED PROGRAM

George Mason University Foundation, Inc.

INTENT TO CONTRIBUTE
ESTABLISHING THE
WOMEN IN BUSINESS INITIATIVE

PARTIES

This confidential Agreement is by and between Reston Limousine, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Women In Business Initiative Fund, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for programming orchestrated by the Women in Business Initiative at the UNIVERSITY's School of Management. The Women in Business Initiative aims to provide a platform of engagement for current students, alumni, and businesswomen from a variety of industries.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Kristina J. Bouweiri
   Reston Limousine
   45685 Elmwood Court
   Sterling, VA 20166-4209
   (703) 478-0500 x511
   kbouweiri@restonlimo.com

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   - **Reston Limousine**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, hereby pledges and promises through this Agreement to make gifts to the FOUNDATION between now and June 30, 2017 totaling $25,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $25,000 pledge according to the following payment schedule:

Payment 1	$5,000	made on November 19, 2013
Payment 2	$5,000	on or before June 30, 2014
Payment 3	$5,000	on or before June 30, 2015
Payment 4	$5,000	on or before June 30, 2016
Payment 5	$5,000	on or before June 30, 2017

3. The DONOR does not intend to satisfy this pledge with recommended payments from a donor advised fund or a private foundation.

4. The DONOR shall be relieved of any remaining balance on this pledge upon notification in writing to the FOUNDATION and UNIVERSITY that Reston Limousine has suffered a loss of profitability due to an act of terrorism; or that Reston Limousine has gone out of business or filed for bankruptcy.

5. The FUND shall be used solely to further the objective as stated above.

6. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

7. This Agreement shall be binding upon the DONOR, the DONOR's successors and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

8. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

9. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

10. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 22 day of May, 2014.

Ms. Kristina J. Bouweiri
President and CEO, Reston Limousine
Donor

By: Sarah E Nutter
Sarah E. Nutter
Dean, School of Management
George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: Janet Bingham
Janet Bingham
Vice President, George Mason University
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copies:

- Dean, School of Management

GEORGE MASON UNIVERSITY
FOUNDATION

4400 University Drive, MS 1A3
Fairfax, Virginia 22030
Phone: 703-993-8850
Fax: 703-993-2018

May 1, 2017

Mr. and Mrs. David Boyd
1804 Dominion Crest Lane
McLean, VA 22101-4800

Dear Mr. and Mrs. Boyd:

Thank you for thoughtful decision to support George Mason University (University). This letter of intent confirms your wishes in regards to allocating your December 16, 2016 gift of $100,000. As we currently understand your intent, the George Mason University Foundation, Inc. (Foundation) will split your gift (less the 6% administrative fee, which has already been deducted) between the following funds in the College of Health and Human Services:

- $45,000 to HAP PhD in Health Services Research Fund (#080085)-The purpose of this gift to the Research Fund is to provide financial support for PhD candidates' research efforts. Recipients must be in-state students, and the award is renewable.
- $34,000 to HAP Department Account (#080048)-The purpose of this gift to the Department Account is to provide financial support for Dr. Tony Yang while he conducts research in Precision Medicine during the Summer of 2017.
- $15,000 to Global & Community Health Fund (#080047)

In recognition of your generosity the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

I want to thank you again for your support of George Mason University. If the above information accurately reflects your intent, please sign and date this letter in the signature block below and return one original copy to me. Should you have any questions please feel free to contact me at 703-993-8640.

With gratitude,

Laura Walsh
Director of Development, College of Health and Human Services

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

David Boyd — Date: 5-11-2017

Deborah Boyd — Date: 5/11/2017

Accepted for the George Mason University:

Jennifer Wagner Davis — Date: 5-7-2017
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

Janet Bingham, PhD — Date: 05-02-2017
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

GIFT AGREEMENT BETWEEN ERNST VOLGENAU AND SARA VOLGENAU
GEORGE MASON UNIVERSITY
AND THE GEORGE MASON UNIVERSITY FOUNDATION
FOR THE BENEFIT OF THE SCHOOL OF INFORMATION TECHNOLOGY AND ENGINEERING

Ernst Volgenau and Sara Volgenau (individually, the "Donor," and collectively, the "Donors") will make or cause to be made, a gift of $10,000,000 (the "Gift") to The George Mason University Foundation, Inc. (the "Foundation) on behalf of George Mason University (the "University"). The Donors' gift to the Foundation will be used for the benefit of the University's School of Information Technology and Engineering.

Purpose of the Gift

The purpose of the Gift is to help make George Mason University School of Information Technology and Engineering into a world-class teaching and research facility. In recognition of the Gift, the Rector on behalf of the University Board of Visitors affirms that University School of Information Technology and Engineering will be named The Volgenau School of Information Technology and Engineering (the "School").

Specifically, the Gift will be used as described in the following paragraphs.

(1) The Gift will be used to attract and retain outstanding faculty and students committed to the study of information technology and engineering.

(2) The Gift will be used to make strategic investments in critical areas of study in information technology and engineering such as biotechnology, knowledge management, information security and assurance.

(3) Part of the Gift may be used to create a new Department of Bioengineering (the "Department") within the School. The Department will sponsor research and instruction of genetic algorithms, bioinformatics, biotechnology and similar areas of study. It is contemplated that the Department will offer a Ph.D. in neuroengineering, a master's degree in bioengineering and an undergraduate degree that will satisfy the requirements for a pre-medicine curriculum. Specifically, the Department may concentrate on Micro-Electro-Mechanical-Systems ("MEMS"), which is the integration of mechanical elements, sensors, actuators and electronics on a common silicon substrate through microfabrication technology.

Recognition of the Donors

The Donors consent to recognition through internal and external publicity; however, the amount of the Gift will not be publicly disclosed changed in addendum dated 11/11/05. See also Jo Babcock ltr. to Volgenau dated Nov. 1 '05, JKearns

The name "The Volgenau School of Information Technology and Engineering" will appear on all documentation (letterhead, business cards, etc.) for the School, all

external materials produced by the University that reference the School and all scholarly publications by the School's faculty and staff. The Donors agree that the following are acceptable alternative names for the School: "Volgenau School of Information Technology and Engineering", "Volgenau School of IT and Engineering", "Volgenau School of IT&E", or "Volgenau School of Engineering".

Appropriate signage, identifying the School as "The Volgenau School of Information Technology and Engineering", will be placed at or near the main exterior entrance of the facility, within the lobby of the facility and on each floor of the facility. In the event the School is moved to another location, similar signage will be placed in the new location.

Payment of the Gift

The Donors will make, or cause to be made, the payments as provided in the following paragraphs in order to complete the Gift. The payments may be made from the estate of a Donor or a charitable payment arrangement such as a charitable remainder trust. All payments shall be in cash, readily marketable securities or other property acceptable to the Foundation. The Foundation agrees that the Donors may facilitate payment, either in full or in part, with shares of SRA International, Inc. common stock with the Donors' understanding that the Foundation will process such gifts according to established Foundation policy.

(1) The Donors shall make, or cause to be made, a payment worth $2,000,000, to be delivered on or before December 31, 2006.

(2) The Donors shall make, or cause to be made, a payment worth $3,000,000, to be delivered on or before December 31, 2010.

(3) The Donors shall arrange for the payment of the remaining balance of the Gift on or before the date that is one year after the date of death of the surviving Donor.

Each Donor agrees to maintain in effect an estate plan and other charitable payment arrangements to pay, or cause to be paid, the payments described in this agreement.

The Foundation on behalf of the University may accept future, additional gifts from the Donors or other parties to enhance the School, which shall be noted as separate from the Gift. As new opportunities relating to the School present new funding needs, the University shall consult with the Donors and allow the Donors to participate in funding such needs, if the Donors choose to participate.

General

Each Donor acknowledges that the University's performance of its obligations under this agreement is in reliance on each Donor's promises provided in this agreement. Each Donor acknowledges, therefore, that there is full and adequate consideration for all of such Donor's promises herein. If the payment of the Gift does not occur pursuant to the

terms herein, then the Foundation and University shall have the right to remove the Donors' name from the School.

This agreement shall be binding upon the Foundation and the University, its successors and assigns, and upon each Donor and each Donor's representatives, executors, heirs, successors and assigns.

Any disputes relating to the application, construction, interpretation or enforcement of this agreement shall be governed by the laws of the Commonwealth of Virginia and shall be heard, decided and resolved in the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Donors, the Foundation, and the University by duly authorized officer have caused this agreement to be executed on or as of the 25th day of October, 2005.

Ernst Volgenau 10/22/05
Ernst Volgenau, Donor

By: Sidney O. Dewberry, Rector
George Mason University

Sara Volgenau
Sara Volgenau, Donor

By: Alan G. Merten, President
George Mason University

By: Lloyd J. Griffiths, Dean
School of Information Technology
and Engineering
George Mason University

By: Judith Marshall Jobbitt, President
The George Mason University
Foundation, Inc.

The Volgenau School of
Information Technology & Engineering

Office of the Dean, MS 4A3
George Mason University
4400 University Drive
Fairfax. VA 22030-4444

griffiths@gmu.edu
http://volgenau.ite.gmu.edu

Addendum to the Gift Agreement between Ernst and Sara Volgenau
George Mason University
And the George Mason University Foundation
For the Benefit of the School of Information Technology and Engineering

Recognition of the Donors

The Donors consent to recognition through internal and external publicity. The amount of the Gift can and will be publicly disclosed.

The School name, "The Volgenau School of Information Technology and Engineering," will appear on all appropriate signage for the School, including, but not limited to, at or near the main exterior entrance of the facility, within the lobby of the facility and on each floor of the facility. In the event the School is moved to another location, similar signage will be placed in the new location.

The Donors agree that the following are acceptable alternative names for the School: "Volgenau School of Information Technology and Engineering," "Volgenau School of IT and Engineering," "Volgenau School of IT&E," or "Volgenau School of Engineering." These names, in addition to "The Volgenau School of Information Technology and Engineering," can appear on all documentation (letterhead, business cards, etc.) for the School, all external materials produced by the School and the University that reference the School and all scholarly publications produced by the School's faculty and staff.

Ernst Volgenau 11/11/05

11/11/05

George Mason University Foundation, Inc.

GIFT AGREEMENT CONTRIBUTING TO
THE ELEANOR AND BILL HAZEL ENDOWED CHAIR IN CIVIL, ENVIRONMENTAL AND INFRASTRUCTURE ENGINEERING ENDOWMENT

PARTIES

This confidential Agreement is by and between Sidney O. Dewberry hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be allocated to the Eleanor and Bill Hazel Endowed Chair in Civil, Environmental and Infrastructure Engineering Endowment, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide support for the Eleanor and Bill Hazel Endowed Faculty Chair in Civil, Environmental and Infrastructure Engineering within the Volgenau School of Engineering. This endowed faculty chair empowers the Department of Civil, Environmental and Infrastructure Engineering to recruit distinguished faculty whose teaching and research address the most forward-thinking approaches to civil infrastructure engineering today and as they will exist in 50 and 100 years from today. This extraordinary professorship will serve as an enduring legacy of Eleanor and Bill Hazel's commitment to the future.

a. This is an endowment for the exclusive use of the Eleanor and Bill Hazel Endowed Faculty Chair established by the University for the Department of Civil, Environmental and Infrastructure Engineering, with emphasis on Civil Infrastructure.
b. A distinguished Professor will be recruited by the University, after a comprehensive world-wide search for the most qualified scholar.
c. An appropriate base salary for the professorship, commensurate with similar distinguished faculty at George Mason University, will be provided by the university. Proceeds from the endowment may be used for supplemental salary and/or discretionary funds.
d. The Professorship will organize and hold an annual symposium concentrating on discussions surrounding Infrastructure needs and forward-looking solutions for the Commonwealth of Virginia and the national infrastructure as appropriate.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Sidney O. Dewberry
   8401 Arlington Boulevard
   Fairfax, VA 22031-4666
   (703) 849-0200
   sodewberry@aol.com

   OR

   Craig N. Thomas, Esq.
   General Counsel, Dewberry
   8401 Arlington Boulevard
   Fairfax, VA 22031-4666
   (703) 849.0100

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   Mr. Sidney O. Dewberry

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and December 30, 2015 totaling $168,000. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $168,000 pledge according to the following payment schedule:

Payment 1	$50,000 received on December 16, 2013
Payment 2	$59,000 on or before December 30, 2014
Payment 3	$59,000 on or before December 30, 2015

3. The DONOR does not intend to satisfy this pledge with recommended payments from a donor advised fund.

4. The original contribution and all other subsequent contributions by the DONOR or others to the FUND shall be invested in a true endowment with only the income to be used as described herein.

5. Holders of Chairs or Professorships will be selected in accordance with the established policies of the UNIVERSITY for the appointment of faculty chairs or professorships with the approval of the Provost of

the UNIVERSITY.

6. The income from the FUND shall be used solely to further the objective as stated above.

7. The FUND shall be invested and income shall be treated and expended in accordance with the established policies of the FOUNDATION. The income from the FUND in each year shall be a percentage of a calculated average market value of the assets of the FUND. The percentage and the length and timing of such market value average shall be determined annually by the Board of Trustees of the FOUNDATION under the standards set forth in the Virginia Uniform Prudent Management of Institutional Funds Act, Virginia Code section 55-268.14, as amended or the corresponding provisions of any subsequent Virginia law. Endowments are charged an annual fee based upon the calculated market value average.

8. Should gifts to the FUND fail to meet the UNIVERSITY's required minimum for establishment of an endowed professorship fund by June 30, 2024, the FOUNDATION Board of Trustees, upon recommendation by the UNIVERSITY President, shall determine a use for the funds, and any income accumulated thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

9. This Agreement shall be binding upon the DONOR, the DONOR's successors and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

10. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND and the use of any accumulated income thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

11. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

12. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

13. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 24th day of June, 2014.

By: _____
Sidney O. Dewberry
Donor

By: _____
Peter N. Stearns
Provost, George Mason University

By: _____
Kenneth S. Ball
Dean, Volgenau School of Engineering
George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: _____
Janet Bingham, PhD
Vice President, Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copies:

- Provost, George Mason University
- Dean, Volgenau School of Engineering, George Mason University
- Chair, Department of Civil, Environmental and Infrastructure Engineering, George Mason University

George Mason University Foundation, Inc.

GIFT AGREEMENT CONTRIBUTING TO
THE ELEANOR AND BILL HAZEL ENDOWED CHAIR IN CIVIL INFRASTRUCTURE ENGINEERING ENDOWMENT

PARTIES

This confidential Agreement is by and between William A. Hazel Family Foundation hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be allocated to the Eleanor and Bill Hazel Endowed Chair in Civil Infrastructure Engineering Endowment, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide support for the Eleanor and Bill Hazel Endowed Chair in Civil Infrastructure Engineering within the Volgenau School of Engineering. This endowed faculty chair empowers the Department of Civil, Environmental and Infrastructure Engineering to recruit distinguished faculty whose teaching and research address the most forward-thinking approaches to civil infrastructure engineering today and as they will exist in 50 and 100 years from today. This extraordinary professorship will serve as an enduring legacy of Eleanor and Bill Hazel's commitment to the future.

a. This is an endowment for the exclusive use of the professorship established by the University for the Department of Civil, Environmental and Infrastructure Engineering, with emphasis on Civil Infrastructure.
b. A distinguished Professor will be recruited by the University, after a comprehensive world-wide search for the most qualified Scholar.
c. The Professorship will organize and hold an annual symposium concentrating on discussions surrounding Infrastructure needs and forward-looking solutions for the Commonwealth of Virginia and the national infrastructure as appropriate.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Jay B. Keyser
   Treasurer, William A. Hazel Family Foundation
   4305 Hazel Park Court
   Chantilly, VA 20151
   (703) 657-6250
   jayk@wahazel.com

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   - **William A. Hazel Family Foundation**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and June 30, 2023 totaling $1,000,000. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $1,000,000 pledge according to the following payment schedule:

Payment 1	$100,000 on or before December 30, 2014
Payment 2	$100,000 on or before December 30, 2015
Payment 3	$100,000 on or before December 30, 2016
Payment 4	$100,000 on or before December 30, 2017
Payment 5	$100,000 on or before December 30, 2018
Payment 6	$100,000 on or before December 30, 2019
Payment 7	$100,000 on or before December 30, 2020
Payment 8	$100,000 on or before December 30, 2021
Payment 9	$100,000 on or before December 30, 2022
Payment 10	$100,000 on or before December 30, 2023

3. The DONOR does not intend to satisfy this pledge with recommended payments from a donor advised fund.

4. The original contribution and all other subsequent contributions by the DONOR or others to the FUND shall be invested in a true endowment with only the income to be used as described herein.

5. Holders of Chairs or Professorships will be selected in accordance with the established policies of the UNIVERSITY for the appointment of faculty chairs or professorships with the approval of the Provost of

the UNIVERSITY.

6. The income from the FUND shall be used solely to further the objective as stated above.

7. The FUND shall be invested and income shall be treated and expended in accordance with the established policies of the FOUNDATION. The income from the FUND in each year shall be a percentage of a calculated average market value of the assets of the FUND. The percentage and the length and timing of such market value average shall be determined annually by the Board of Trustees of the FOUNDATION under the standards set forth in the Virginia Uniform Prudent Management of Institutional Funds Act, Virginia Code section 55-268.14, as amended or the corresponding provisions of any subsequent Virginia law. Endowments are charged an annual fee based upon the calculated market value average.

8. Should gifts to the FUND fail to meet the UNIVERSITY's required minimum for establishment of an endowed professorship fund by the end of the pledge period, the FOUNDATION Board of Trustees, upon recommendation by the UNIVERSITY President, shall determine a use for the funds, and any income accumulated thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

9. This Agreement shall be binding upon the DONOR, the DONOR's successors and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

10. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND and the use of any accumulated income thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

11. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

12. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

13. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 17th day of June, 2014.

By: _____
Jay B. Keyser
Treasurer, William A. Hazel Family Foundation

By: _____
Peter N. Stearns
Provost, George Mason University

By: _____
Kenneth S. Ball
Dean, Volgenau School of Engineering
George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: _____
Janet Bingham, PhD
Vice President, George Mason University
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copies:

- Provost, George Mason University
- Dean, Volgenau School of Engineering, George Mason University

George Mason University Foundation, Inc.

GIFT AGREEMENT
C-SPAN ORGANIZATIONAL RECORDS AND HISTORCAL ARCHIVES COLLECTION for the LIBRARIES

PARTIES

This confidential Agreement is by and between the National Cable Satellite Corporation d/b/a C-SPAN, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR hereby gives, donates, transfers, and conveys to the FOUNDATION, for the benefit of the UNIVERSITY; the materials described as the C-SPAN Organizational Records and Historical Archives Collection for the Libraries, hereinafter called the COLLECTION, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The COLLECTION is comprised of defined historically significant, unique, and/or unpublished materials, including both physical and digital records: publicity, outreach, and education files; photographs; clippings; and memorabilia. DONOR is a private, non-profit company, created in 1979 by the cable television industry as a public service. The Memorandum of Understanding Appendix A deals with the processing of the COLLECTION.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting operational matters, DONOR shall be represented by:

   Mr. Robert G. Kennedy
   President
   National Cable Satellite Corporation, d/b/a C-SPAN
   400 North Capitol Street, NW
   Suite 650
   Washington, DC 20001-1550

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   - **C-SPAN**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional

publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR hereby gives, donates, assigns, and conveys all of their rights in and title to the COLLECTION to the FOUNDATION as provided herein.

2. The DONOR warrants that, as far as is currently known, it is the sole owner of the property conveyed and that such property does not infringe on any copyrights, violate any property rights, or contain any unlawful matter. The ongoing C-SPAN Organizational Records and Historical Archives project and further examination of all materials by the Libraries and DONOR will allow the DONOR to determine whether any of the materials are not solely owned by DONOR, as follows: It is understood that the Libraries shall inform DONOR as materials are processed so that DONOR may determine the property of which it is the sole owner, as well as copyright, real property rights, and publication rights of said property, and advise the Libraries to wit.

3. The COLLECTION will be evaluated by the UNIVERSITY libraries in accordance with the established collection development policies. Items from the COLLECTION will be accessioned or disposed of as warranted following professional assessment of their research value and in consultation with DONOR.

4. Future maintenance of the accessioned materials from the COLLECTION is the responsibility of the UNIVERSITY libraries. The COLLECTION will be under the administrative auspices and curatorial oversight of the UNIVERSITY libraries.

5. The DONOR may offer the FOUNDATION additions to the COLLECTION at a later date(s). Any additions to the COLLECTION accepted by the UNIVERSITY shall by treated in accordance with this Agreement.

6. It is understood by the DONOR and the UNIVERSITY Libraries that selected parts of the COLLECTION will be embargoed for a mutually agreed period of time; access of embargoed materials will not be available for public use and research. It is agreed that, as the materials contained in the COLLECTION are sorted and classified, specific categories or documents may be subject to varying terms of embargo restrictions. However, it is the expressed wish of the DONOR to make as much of the COLLECTION readily available as soon as may be. It is also agreed that the embargo of any item in the COLLECTION will last no longer than a period of twenty (20) years from the date of its deposit.

7. This Agreement shall be binding upon the DONOR, its assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

8. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

9. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. This Agreement, together with the Gift Agreement Contributing to the C-SPAN Organizational Records and Historical Archives for the Libraries, contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 23 day of September, 2013.

Mr. Robert G. Kennedy
President, National Cable Satellite Corporation d/b/a C-SPAN
Donor

By: _____
John G. Zenelis
University Librarian, George Mason University

By: _____
James J. Laychak
Associate Vice President for University Development, George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy:

- University Librarian, George Mason University

APPENDIX A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the National Cable Satellite Corporation d/b/a C-SPAN, hereinafter called C-SPAN, and the George Mason University Libraries, hereinafter called the Libraries.

This Memorandum deals with the archival processing for the C-SPAN organizational records and historical archives.

1. The project will begin in ~~September~~ October 2013 and end on ~~September~~ October 30, 2015. Should the project need to be extended beyond the two-year period, the Libraries will discuss with C-SPAN any additional costs and time needed to complete processing of all collections, including those given in donations by C-SPAN subsequent to the commencement of the project.

2. There are three major components of the project: (i) Initial sorting of materials currently in-house at C-SPAN, followed by the full processing of these materials either in-house at C-SPAN or, after transfer, on-site at the Libraries, (ii) Initial sorting of materials now in off-site storage (brought in-house to C-SPAN), followed by the full processing of these materials either in-house at C-SPAN or, after transfer, on-site at the Libraries, (iii) ongoing relationship.

3. C-SPAN will provide the Libraries' staff access to the building, including two paid parking spaces, workspace and two key cards for the two-year duration of the project. The selection of the graduate student to be assigned to the project will be by mutual agreement of the Libraries and C-SPAN.

4. The C-SPAN point-of-contact will be Donald Hirsch, Manager of Administration, who will assist with sorting of materials. The Libraries point-of-contact will be Yvonne Carignan, Head of Special Collections and Archives.

5. As is customary with collections received by Special Collections and Archives, those materials that are completely outside of the Libraries purview of collecting, including confidential personnel files, will be returned to the Donor.

6. Upon commencement of the project a joint press release will be prepared by the parties and released by the Libraries. Other external communications, including additional press releases, will be by mutual agreement.

IN WITNESS WHEREOF, the Libraries and C-SPAN by their duly authorized officers, in consideration of the terms contained and intending to be legally bound hereby have caused this Memorandum to be duly executed this 23 day of Sept., 2013.

Robert G. Kennedy
President
National Cable Satellite Corporation d/b/a C-SPAN

John G. Zenelis
University Librarian
George Mason University

GEORGE MASON UNIVERSITY
FOUNDATION

4400 University Drive, MS 1A3
Fairfax, Virginia 22030
Phone: 703-993-8850
Fax: 703-993-2018

December 1, 2017

Mr. John M. Jacquemin
The Jacquemin Family Foundation
8614 Westwood Center Drive, Suite 500
Vienna, VA 22182-2278

Dear John:

Thank you for your thoughtful decision to support George Mason University (University). This letter of intent confirms your wishes and the details of your gift. The Jacquemin Family Foundation's pledge of $200,000 will be made to George Mason University Foundation, Inc. (Foundation) to support the Smithsonian-Mason School of Conservation Jacquemin Family Foundation Research Fellowships (Fund).

The purpose of this gift is to provide one doctoral fellowship in Conservation Science. Beginning in fall 2018, the "Jacquemin Family Foundation Fellowship" will be offered for a student with a degree in Conservation Biology or a related field whose research interests coincide with scientists from George Mason University or the Smithsonian Conservation Biology Institute. Prospective candidates must qualify for admission to either the PhD program in Environmental Science and Public Policy or Biology at George Mason University. Support will be provided for five years, equivalent to $40,000 per anum, including a stipend of $28,000 per year, health insurance, and tuition remission for a defined number of credits. We look forward to introducing you to the first "Jacquemin Family Foundation Fellow" in early summer, 2018.

Your generous commitment will be fulfilled through 5 annual installments of $40,000 beginning on or before December 31, 2017. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is determined by the Board of Trustees of the Foundation and is currently six percent (6%). In recognition of your generosity the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

I want to thank you again for your support of George Mason University and the Smithsonian-Mason School of Conservation. If the above information accurately reflects your intent, please sign and date this letter in the signature block below and return one original copy to me. Should you have any questions regarding your gift please feel free to contact me at 703-993-3436 or akelahe@gmu.edu.

With gratitude,

Audrey G. Kelaher

Audrey G. Kelaher
Assistant Dean, College of Science

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

2/21/18

Mr. John M. Jacquemin **Date**
The Jacquemin Family Foundation

GEORGE MASON UNIVERSITY
FOUNDATION

4400 University Drive, MS 1A3
Fairfax, Virginia 22030
Phone: 703-993-8850
Fax: 703-993-2018

Accepted for the George Mason University:

4-18-2018

Jennifer Wagner Davis — *Date*
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

4.16.18

Janet Bingham, PhD — Date
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

George Mason University Foundation, Inc.

GIFT AGREEMENT ESTABLISHING THE
THE G.T. HALPIN FAMILY ENDOWMENT FUND

PARTIES

This confidential Agreement is by and between Gerald T. Halpin, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the **G. T. Halpin Family Endowment**, hereinafter called the FUND, to be administered pursuant to the terms set forth herein. The FUND shall retain its name in perpetuity.

The Smithsonian-Mason School of Conservation (SMSC) offers courses in conservation theory, field methods and practice, and human dimensions of conservation. This program provides upper-level undergraduates the opportunity to live and learn among some of the planet's most endangered species during a semester-long program. Additionally, training is provided for graduate students and professionals in conservation-related fields in intensive one- or two-week sessions. A graduate certificate program designed for early- to mid-career conservation professionals currently working in the field is also offered.

All programs take place on the SMSC's Front Royal campus adjacent to the Shenandoah Valley. Students reside at SMSC for the duration of their course work.

The importance of this academic program to Mason is seen through our commitment to construct a new residential and dining center, which will be LEED-certified Gold Standard and will model the best green practices, including green-roof technology, geothermal heating and cooling, composting kitchen waste, reuse of rainwater and storm-water management. Providing living accommodations for 120 students, the program will be able to accept 60 undergraduate students and 60 graduate students and professionals (60 per semester). The Smithsonian is funding the renovation of the existing Academic Center containing classrooms, laboratories, and offices. This academic and residential center greatly enhances our research, education, and capacity to meet the 21st century's conservation challenges.

OBJECTIVE

The purpose of the FUND is to:

1. Provide scholarship support for outstanding undergraduate and graduate students as well as professionals seeking training in conservation science;

2. Support curriculum and program development and faculty research related to conservation.

RECOGNITION

In recognition of this support, the UNIVERSITY agrees to name the new residential and dining center the **G. T. Halpin Family Learning and Living Community.** This recognition will be in perpetuity and subject to approval by the George Mason University Gift Acceptance Committee.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION totaling $5,000,000. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

    i. Between now and July 1, 2017 the DONOR hereby irrevocably pledges and promises to make gifts to the FOUNDATION totaling $5,000,000.

    ii. DONOR may, at his discretion, make a portion of the gift in the form of real estate, stock, or other non-cash asset(s). Any real estate asset that may not be readily and easily converted to cash within 2 months ("Real Estate Asset") shall be donated at the value as indicated and be appraised by a licensed appraiser practicing in the State where the asset(s) resides, with the appraisal dated no more than 6 months prior to the date that the gift of such asset is made. Such Real Estate Asset is subject to approval by the FOUNDATION and the UNIVERSITY prior to acceptance of the gift. The Real Estate Asset shall only be land residing within the United States. Additionally, real estate or other non-liquid assets shall not constitute more than $2,500,000 of the total gift amount pledged in this agreement, and any gift of real estate or other non-liquid assets that are a component of the total gift shall only be made prior to July 1, 2016.

    iii. Upon DONOR's knowledge of his ability to confirm a payment schedule, DONOR pledges to notify the FOUNDATION in writing of his preferred payment schedule. DONOR agrees that payment schedule will not extend beyond July 1, 2017.

    iv. This gift meets the FOUNDATION's minimum requirement of $2,500,000 for the naming opportunity for the Learning and Living Community consisting of a residential and dining hall at the SMSC Front Royal Campus.

2. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

3. The original contribution and all other subsequent contributions by the DONOR or others to the FUND shall be invested in a true endowment with only the income to be used as described herein.

4. The income from the FUND shall be used solely to further the objective as stated above.

5. The FUND shall be invested and income shall be treated and expended in accordance with the established policies of the FOUNDATION. The income from the FUND in each year, for all purposes under this Agreement, shall be a percentage of a market value average of the assets of the FUND, such percentage and the length and timing of such market value average to be determined annually by the Board of Trustees of the FOUNDATION under the standards set forth in the Virginia Uniform Prudent Management of Institutional Funds Act, Virginia Code section 55-268.14, as amended or the corresponding provisions of any subsequent Virginia law. Endowments are currently charged a fee of 1.75 percent annually on the market value average, which market value average is calculated in the manner determined annually by the Board of Trustees of the FOUNDATION, of the assets of the FUND. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. Should gifts to the FUND fail to meet the UNIVERSITY's required minimum for establishment of an endowed fund by the end of the pledge period, the FOUNDATION Board of Trustees, upon recommendation by the UNIVERSITY President, shall determine a use for the funds, and any income accumulated thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

7. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

8. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND and the use of any accumulated income thereon, that most closely resembles the purpose(s) set out in the original gift agreement. All parties agree that the FUND will only be used for conservation and sustainability related programs, initiatives, research, and/or scholarship support at the UNIVERSITY.

9. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

10. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 30th day of June, 2012.

By: G.T. Halpin
Gerald T. Halpin
Donor

By: _____
Peter N. Stearns
Provost
George Mason University

By: _____
A. Alonso Aguirre
Executive Director, Smithsonian-Mason School of Conservation
George Mason University

By: _____
Marc Q. Broderick
Vice President, George Mason University

Maurice Scherrens
Senior Vice President

By: _____
~~Elizabeth A. Brock~~
~~Associate Vice President/Controller, George Mason University~~

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy:

- Executive Director, Smithsonian-Mason School of Conservation, George Mason University
- Office of the Provost

June 23, 2017

Mr. Thomas D. Bourdeaux
17 Lydon Lane
Cape Elizabeth, ME 04107-1209

Dear Tom:

Thank you for your family's thoughtful decision to support George Mason University (University). This letter of intent confirms Mr. Gerald T. Halpin's wishes and the details of the amendment to the G.T. Halpin Family Endowment, which was established on June 30, 2012. This amendment to the original gift agreement will restructure the timing and nature of the planned pledge contributions.

Mr. Halpin's exceptionally generous commitment of $5 million will be fulfilled through two (2) installments beginning on July 1, 2017. The first installment, in the amount of $1 million will be given to the George Mason University Foundation (Foundation) and will be classified as current use funds for the benefit of the Smithsonian-Mason School of Conservation. These funds will be available for immediate expenditure on programmatic initiatives, scholarship, faculty research, and basic operating costs. The second installment, in the amount of $4 million, will be made no later than June 30, 2018 to endow the G.T. Halpin Family Endowment for the Smithsonian-Mason School of Conservation as outlined in the original gift agreement.

In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is determined by the Board of Trustees of the Foundation and is currently six percent (6%). Additionally, endowed funds are assessed an annual fee on the market value average of the assets of the Fund. The amount of the fee is determined annually by the Board of Trustees of the Foundation and is currently 1.25%. These fees are not the responsibility of Gerald T. Halpin, but will be deducted from donated funds following George Mason University Foundation's receipt of the pledged amounts.

In recognition of your family's generosity, the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

I want to thank you again for your family's support of George Mason University. If the above information accurately reflects Mr. Halpin's intent, please have him sign and date this letter in the signature block below and return one original copy to me. Should you have any questions regarding these changes, please feel free to contact me directly.

With gratitude,

David R. Long
Associate Vice President

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

Gerald T. Halpin 6/23/17

Mr. Gerald T. Halpin Date

Accepted for the George Mason University:

6/30/2017

Jennifer Wagner Davis Date
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

Janet Bingham 6-26-17

Janet Bingham, PhD Date
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

NON ENDOWED PROGRAM

George Mason University Foundation, Inc.

GIFT AGREEMENT CONTRIBUTING TO THE
CENTER FOR TRANSPORTATION PUBLIC-PRIVATE PARTNERSHIP POLICY

PARTIES

This confidential Agreement is by and between The Lane Construction Corporation, Cheshire, Connecticut, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be allocated to the Center for Transportation Public-Private Partnership Policy, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the Center for Transportation Public-Private Partnership Policy. The Center and its partners seek to advance the optimal realization of public-private partnerships in the U.S. infrastructure market.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   John M. Irvine, MPA
   Manager, Business Development
   The Lane Construction Corporation
   14500 Avion Parkway, Suite 200
   Chantilly, VA 20151
   (703) 225-5670
   JMIrvine@LaneConstruct.com

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   - **The Lane Construction Corporation**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and January 31, 2015 totaling $20,000. The DONOR intends to evaluate their participation in the FUND and may, at their discretion, make an additional gift of $20,000 before January 31, 2016. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gift as specified above to accomplish the objective of the FUND.

2. The DONOR will make one payment in satisfaction of this pledge of $20,000 on or before January 31, 2015.

3. The DONOR does not intend to satisfy this pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement shall be binding upon the DONOR, the DONOR's successors and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

7. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

8. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

9. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 3rd day of September, 2014.

Michael M. Cote, MBA, PE
Executive Vice President & Chief Development Officer
The Lane Construction Corporation
Donor

By: _____
Mark J. Rozell, Acting Dean
School of Policy, Government, and International Affairs
George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: _____
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Dean, School of Policy, Government, and International Affairs, George Mason University

GEORGE MASON UNIVERSITY
FOUNDATION

4400 University Drive, MS 1A3
Fairfax, Virginia 22030
Phone: 703-993-8850
Fax: 703-993-2018

February 6, 2018

Mr. Yoshihito Miyaike
President and Chief Executive Officer
NEXCO-Central
2-18-19 Nisiki Naka-ku
Nagoya, Aichi Prefecture 460-0003
JAPAN

Dear Mr. Miyaike:

Thank you for NEXCO-Central's thoughtful decision to support George Mason University (University). This letter of intent confirms your wishes and the details of your pledge. Your pledge of $124,000 will be made to George Mason University Foundation, Inc. (Foundation) to support the Center for Transportation Public-Private Partnership Policy (Fund). The purpose of this gift is to continue the NEXCO-Central Fellowship within the Center for another two years.

Your generous commitment will be fulfilled through two annual installments of $62,000 beginning on or before May 15, 2018. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is determined by the Board of Trustees of the Foundation and is currently six percent (6%). In recognition of your generosity the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

I want to thank you again for your support of George Mason University. If the above information accurately reflects your intent, please sign and date this letter in the signature block below and return one original copy to me. Should you have any questions regarding your pledge please feel free to contact me at 703-993-4035 or via e-mail at zsmith@gmu.edu.

With gratitude,

Zavin Smith
Director of Development and Alumni Relations
Schar School of Policy and Government

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

Mr. Yoshihito Miyaike
President and Chief Executive Officer, NEXCO-Central

3/15/2018
Date

Accepted for the Schar School of Policy and Government:

2/20/18

Mark J. Rozell — Date
Dean, Schar School of Policy and Government

Accepted for the George Mason University:

2/8/2018

Jennifer Wagner Davis — Date
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

02-08-2018

Janet Bingham, PhD — Date
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

GEORGE MASON UNIVERSITY
FOUNDATION

4400 University Drive, MS 1A3
Fairfax, Virginia 22030
Phone: 703-993-8850
Fax: 703-993-2018

December 6, 2017

Cliff Massa III
1935 Franklin Avenue
McLean, VA 22101

Dear Cliff,

Thank you for your thoughtful decision to support George Mason University ("University"). This letter of intent confirms your wishes to establish the "Travis C. Valentine Memorial Aneurysm Research Fund" ("Fund") to promote brain aneurysm research. Your initial pledge of $25,000 to George Mason University Foundation, Inc. ("Foundation") to be paid during 2018 will establish the current use fund upon the Foundation's receipt of the gift. Also, you will be informing other friends of Travis about the establishment of the Fund and encouraging additional contributions to it.

The fund will be established in memory of Travis C. Valentine, *cum laude* '05, BA Government and International Politics, who passed away at age 33 from a brain aneurysm on February 14, 2017. Travis was a founder of Alpha Omega Delta of Chi Psi at George Mason University and a recipient of the Chi Psi national Stanley Birge Award. He was committed to helping others and used his talents to support those in need. The Fund established in his memory will support research at the University related to brain aneurysms, predictive modeling of aneurysm rupture and understanding aneurysm evolution.

In accordance with Foundation policy, new gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is determined by the Board of Trustees of the Foundation and is currently six percent (6%) of each installment paid. The Fund will support activities that include (but are not restricted to) research on brain aneurysms, as well as support for travel, colloquia, publication expenses and other activities that forward aneurysm research.

Expenses from the Fund will be approved by the Dean of the College of Science, Interim Director of the Krasnow Institute for Advanced Study and the Director of the Interdisciplinary Program in Neuroscience, Dr. Saleet Jafri, and Associate Professor, Dr. Juan Cebral. You will receive a report from time to time regarding activities which have been undertaken with your contributed funds and, we hope, what positive results have arisen from such work.

I want to thank you again for your support of the University. If the above information accurately reflects your intent, please sign and date this letter in the signature block on the next page and return one original copy to me.

With gratitude,

Evan Del Duke
Sr. Asst. Director for Development, College of Science

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

Cliff Massa III — Date: 12/8/17

Accepted for the College of Science:

Peggy Agouris, PhD — Date: 12/13/17
Dean, College of Science

Accepted for the George Mason University:

Jennifer Wagner Davis — Date: 12/15/2017
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

Janet Bingham, PhD — Date: 12.15.2017
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

George Mason University Foundation, Inc.

MEMORANDUM of UNDERSTANDING

VIRGINIA MICROELECTRONICS CONSORTIUM for EDUCATION and RESEARCH PROFESSORSHIP ENDOWMENT

This Memorandum of Understanding between The Volgeanu School of Information Technology and Engineering, George Mason University, and the George Mason University Foundation, Inc. constitutes an agreement regarding the establishment and use of funds for the Virginia Microelectronics Consortium for Education and Research (VMEC) Professorship Endowment.

Funding of the Endowment

The Volgenau School of Information Technology & Engineering at George Mason University received an award in the amount of $1,603,243.00 in 2007 from the Virginia Semiconductor Educational Endowment (VSEE) in order to establish an endowed professorship. The Virginia Microelectronics Consortium for Education and Research Professorship Endowment will be partially funded from the spendable income from the endowment funds.

Appointment

Decisions regarding all appointments to the VMEC professorship will be made in accordance with the established policies of George Mason University for the appointment of professorships, with the approval of the Provost of the university.

Management of the Endowment

The VMEC Professorship Endowment will be managed, invested, and administered by the George Mason University Foundation, Inc. in accordance with its established policies.

It is intended that the funds from VSEE be placed in a true endowment fund, with the spendable income of the fund, but not the principal, used to provide, but not limited to, a salary or salary supplement for the designated holder of the professorship, support for research, manuscript preparation, graduate research assistance, library and equipment acquisitions, and other requirements of an active scholar and teacher.

4400 University Drive, MSN 1A3 • Fairfax, Virginia 22030-4444 • (703) 993-8850 telephone • (703) 993-8851 facsimile

Should circumstances within George Mason University change to the extent that the purposes for which this endowment has been established are no longer extant, then under the direction of the Board of Trustees of the George Mason University Foundation, Inc., The Volgenau School of Information Technology and Engineering will decide on use of funds for a purpose as closely related to the original intent of the endowment as possible.

This Memorandum of Understanding will be made part of the permanent records of the University and Foundation and is intended as a guide to those who will administer the fund in the future.

9/24/07

Lloyd J. Griffiths, Dean — Date
The Volgenau School of Information Technology & Engineering
George Mason University

Peter N. Stearns, Ph.D. — Date
Provost
George Mason University

9/25/2007

David A. Roe — Date
Acting President
George Mason University Foundation, Inc.

Distribution of originals:

- Lloyd J. Griffiths, Dean, The Volgenau School of Information Technology & Engineering
- Office of the Provost
- Chief Financial Officer, George Mason University Foundation, Inc.

810627

Duncan

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 20th day of July, 1990 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Eminent Scholars - Duncan Black Chair in Economics Endowment Fund in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Eminent Scholars - Duncan Black Chair in Economics are to be held in the George Mason University Foundation, Inc. The purpose of this account is to establish an endowment fund to be known as the Eminent Scholars - Duncan Black Chair in Economics.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the Eminent Scholars - Duncan Black Chair in Economics account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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Advisory Board
Dr. Dorothy I. MacConkey

The State University
in Northern Virginia

1400 University Drive
Fairfax, Virginia 22030

Office of the President

George Mason University

RECEIVED
FEB 5 1988
Office of the Vice President
for University Development

January 26, 1988

Professor Duncan Black
22 Marine Parade, Paignton
Devon TQ 32 NU, England

Dear Professor Black:

I have the great pleasure and honor to inform you that a chair named in your honor has been established at the Center for the Study of Public Choice, located at this University.

Gordon Tullock, recently retired as a full professor at this University, but still a Distinguished Adjunct Affiliate here as well as the Karl Eller Professor of Economics and Political Science at the University of Arizona, has provided funds for the initial establishment of the chair, and has pledged full funding in the future.

Dr. Robert Tollison is the first scholar designated as the Duncan Black Professor. He is also the present director of the Center for the Study of Public Choice.

I congratulate you on the devotion of students who follow your ideas; I hope this information is pleasing, and I send all my personal good wishes with this notice.

Sincerely,

George W. Johnson
President

cc: Dr. Gordon Tullock
Betsy Dahlia

THE UNIVERSITY OF ARIZONA
TUCSON, ARIZONA 85721

COLLEGE OF BUSINESS AND
PUBLIC ADMINISTRATION
DEPARTMENT OF ECONOMICS
BUILDING #23
(602) 621-6224

January 11, 1988

President George Johnson
George Mason University
4400 University Drive
Fairfax, VA 22030

Dear George:

Herewith the first installment of the endowment for the Duncan Black chair. The remainder will arrive this Spring. It is not only the State of Virginia that is withholding various sums of money owing to me. The University of Arizona still has not paid me the costs of moving my effects from Rosslyn to Tucson and the Government of Austria has been withholding a fairly large payment. In the last case, since the payment is in schillings, I have on the whole been receiving good interest, but still I would like to have the money. Anyway, when I get my money from them I will send it on to you.

I think it would be nice if you could write Duncan Black himself and tell him about this chair. I am sure he will be delighted.

I have received a communication from a concerned faculty member. Reading between the lines, I deduce that you have, at least on occasion, been making decisions on your own instead of following your wife's instructions. If you have the best interest of the University at heart, you must stop this vicious practice.

Sincerely,

Gordon Tullock
Karl Eller Professor
of Economics and Political Science

GT/sjm

Enc.

- Persons enrolled in the Conflict Management program have been involved in successfully negotiating and defusing two hostage situations in Fairfax County during the last academic year.
- Programs of the Economics Department, including the Center for the Study of Market Processes, have attracted considerable interest nationally.
- The School of Business Administration, the School of Law, the School of Professional Studies, and the Division of Continuing Education have all been involved in the Northern Virginia community with helpful programs.

We would be proud and greatly indebted to you to have a Gordon Tullock Eminent Scholars Endowment. We believe that this program, perhaps more than any other, would enable the University to achieve distinction for the quality of its academic programs.

When we meet again, I will try to supply additional information; or if I can be of help at any time, please call me.

I enjoyed visiting you and hope to meet with you again soon. We appreciate your interest and willingness to bestow a bequest on George Mason University.

Sincerely yours,

Elizabeth Carlson Dahlin

Elizabeth Carlson Dahlin
Acting Director of Development

ECD:ep

bcc: Dr. Cohn
Mr. Coston
Mr. Dimos
Mr. Gibbons
Dr. Gilley
Mr. Hazel
Dr. Johnson
Dr. Tongren
Mr. C. Williams

010510
Cumbie

GEORGE MASON UNIVERSITY
FOUNDATION

AGREEMENT OF SUPPORT FOR THE SCHOOL FOR CONFLICT ANALYSIS AND RESOLUTION AT GEORGE MASON UNIVERSITY

I. INTRODUCTION

Stephen M. Cumbie and Druscilla French have generously supported the School for Conflict Analysis and Resolution and George Mason University for over three decades. Their commitment to growing S-CAR and the field of conflict analysis and resolution is evident through their philanthropy and volunteer leadership. In 1988, they established the Druscilla French Cumbie Professorship for Conflict Resolution, in addition to supporting the creation of an international retreat and research center at Point of View. Drucie was an active member of the S-CAR Advisory Board, serving as chair from 1987 to 1990. Steve was appointed to the Mason Board of Visitors in 2015 and will complete his term in 2019.

As leaders in business and philanthropy, Steve and Drucie have presented S-CAR with a transformational naming opportunity that could elevate our reputation and maximize the impact of our work. This $2 million commitment represents the first step in a $10 million campaign to name the School for Conflict Analysis and Resolution in honor of Jimmy and Rosalynn Carter. This naming would recognize our shared goals of a permanent and institutional commitment within higher education to sustained dialogue, problem-solving, and peacebuilding.

Stephen M. Cumbie and Druscilla French, PhD (hereinafter known collectively as the Donor) will make a gift to George Mason University Foundation, Inc. (Foundation), to create a new endowed fund (Fund 1), support the Druscilla French Cumbie Endowed Professor for Conflict Resolution (Fund 2), and to support Point of View (Fund 3) at George Mason University (University). The Foundation and the University agree to accept and administer this gift according to the following terms and conditions:

II. DESCRIPTION OF THE GIFT

The new Fund (Fund 1) shall be established and known as **The Stephen M. Cumbie and Druscilla French Graduate Fellowship Endowment.** The income of the Fund shall be used to provide lasting and perpetual support for fellowships in the School for Conflict Analysis and Resolution at the University. Gifts to the Druscilla French Cumbie Endowed Professor for Conflict Resolution (Fund 2) and Point of View (Fund 3) will support the original purposes and intents of those funds.

Your commitment of $2,000,000 will be fulfilled according to the following contribution schedule:

Installment 1	$100,000 on or before June 30, 2017 to Fund 1-Endowment
Installment 2	$100,000 on or before June 30, 2017 to Fund 1-Current Use

Installment 3	$70,000 on or before June 30, 2017 to Fund 2
Installment 4	$130,000 on or before June 30, 2017 to Fund 3
Installment 5	$200,000 on or before June 30, 2018 to Fund 1-Endowment
Installment 6	$70,000 on or before June 30, 2018 to Fund 2
Installment 7	$130,000 on or before June 30, 2018 to Fund 3
Installment 8*	$200,000 on or before June 30, 2019 to Fund 1-Endowment
Installment 9*	$70,000 on or before June 30, 2019 to Fund 2
Installment 10*	$130,000 on or before June 30, 2019 to Fund 3
Installment 11*	$200,000 on or before June 30, 2020 to Fund 1-Endowment
Installment 12*	$70,000 on or before June 30, 2020 to Fund 2
Installment 13*	$130,000 on or before June 30, 2020 to Fund 3
Installment 14*	$200,000 on or before June 30, 2021 to Fund 1-Endowment
Installment 15*	$70,000 on or before June 30, 2021 to Fund 2
Installment 16*	$130,000 on or before June 30, 2021 to Fund 3

***If S-CAR has not been formally renamed "The Jimmy and Rosalynn Carter School for Conflict Analysis and Resolution" before June 30, 2019, Installments 8-16 above may be canceled at the sole election of the Donor.**

III. PURPOSE AND ADMINISTRATION

The purpose of Fund 1 is to provide fellowship support for graduate students. Fellowship recipients will be selected by a committee appointed by the Dean of the School for Conflict Analysis and Resolution (School) in coordination with the Office of Student Financial Aid.

Gifts to the Druscilla French Cumbie Endowed Professor for Conflict Resolution (Account #0105103), Fund 2, will support the perpetual professorship established by the donors in 1988 to attract and retain an eminent scholar under the Virginia Eminent Scholars Program. In 2012 the Commonwealth eliminated the general fund matching support for the program. Given the elimination of the state program, the donors wish to expand the use of the funds beyond the original narrow interpretation of the Virginia Eminent Scholars Program requirements. Funds available are for the exclusive use of the professorship and may include salary requirements, supplemental stipends, and research funding in support of the professor's work. Gifts Point of View (Account #0105312) will support the original purposes and intents of this fund.

IV. RECOGNITION AND REPORTING

In recognition of the Donor's generosity, in order to enhance the Fund and to help attract gifts for similar purposes, the University and the Foundation may make announcements through internal and external publications and to the media and provide other recognition as appropriate.

The Donor, or their designee, shall receive annual reports regarding the assets of and expenditures from the Fund. The Donor designates the following individual(s) to receive annual reports and communication regarding the Fund.

Mr. Stephen M. Cumbie
Druscilla French, PhD
837 Mackall Avenue
McLean, VA 22101-1615

V. INVESTMENT

The Fund shall be invested and income defined and expended in accordance with the provisions of the Virginia Uniform Prudent Management of Institutional Funds Act, Virginia Code section 64.2-1100 *et seq.*, as amended or the corresponding provisions of any subsequent Virginia law and in accordance with the policies established by the Board of Trustees of the Foundation. Endowed funds are assessed an annual fee on the market value average of the assets of the Fund. The amount of the fee is determined annually by the Board of Trustees of the Foundation.

In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is determined by the Board of Trustees of the Foundation and is currently six percent (6%).

VI. UNFORSEEABLE CIRCUMSTANCES

In the unlikely event that the Donor does not fulfill his/her payment obligations under paragraph 2 in the amounts and by the due dates as set forth above, the Foundation may transfer the assets of the new Fund to another existing endowment fund held by the Foundation with purposes deemed to be most consistent with those of the Donor. Any such transfer shall be made only with the approval of the Donor, if the Donor is living.

In the unlikely event that, at some future time, it becomes impossible to fulfill the original purpose(s) of the Fund(s), the President of the Foundation in consultation with the Board of Visitors and the President of the University and, if possible, the Donor or their representatives, shall direct that the principal and income from the Fund be devoted to purposes that are deemed to be the most consistent with the original wishes of the Donor.

VII. MISCELLANEOUS

This agreement may be amended at any time by written agreement signed by each party. This agreement contains the entire understanding of the parties with respect to the subject matter of this agreement. This agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this agreement. This agreement shall be governed by the laws of the Commonwealth of Virginia. The effective date of this agreement shall be the date this agreement is fully executed by the parties.

Accepted by the Donor:

Stephen M. Cumbie — Date: 6/12/17

Accepted by the Donor:

Druscilla French, PhD — Date: 6/12/17

Accepted for the School:

Kevin Avruch, PhD — Date: 6/12/2017
Dean, School for Conflict Analysis and Resolution

Accepted for the George Mason University:

Jennifer Wagner Davis — Date: 6-9-2017
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

Janet Bingham, PhD — Date: 6.8.17
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 20th day of July, 1990 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Druscilla French Cumbie Professorship for Conflict Resolution account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Cumbie Professorship account are to be held in the George Mason University Foundation, Inc. The purpose of this account is to fund a perpetual professorship under the Virginia Eminent Scholars Program at the Center for Conflict Analysis and Resolution.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the Cumbie Professorship account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

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Rice
010534

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

HENRY HART RICE CHAIR OF CONFLICT RESOLUTION ENDOWMENT

This Memorandum of Understanding between the Rice Family Foundation, a Delaware corporation, (hereinafter "Donor") and the George Mason University Foundation, Inc. constitutes an agreement regarding the establishment and use of resources contributed to endow the Henry Hart Rice Chair of Conflict Resolution (hereinafter "Rice Chair") within the Institute for Conflict Analysis and Resolution (ICAR) at George Mason University.

The Rice Chair endowment is established to honor Henry Hart Rice, a New York real estate broker known for his innovative approach to commercial brokerage. Among his best-known transactions were helping to devise the complex real estate finances that saved Carnegie Hall in New York City from demolition and assembling the land for the planned community of Reston, Virginia. During his career, Henry Hart Rice won the Real Estate Board of New York's annual citation as the most ingenious realtor four times. The award was renamed for him shortly before his death in 1992 at the age of 80 years.

Henry Hart Rice established the Rice Family Foundation in 1989. The Foundation supports endeavors in health, education, and environment.

The director of the future international retreat and conference center on Mason Neck, Virginia, will hold the Rice Chair. This internationally prominent person will be a key figure in the initial development of the center and will have the experience and expertise to focus on the practical function of the Institute for Conflict Analysis and Resolution.

All appointments to the Rice Chair will be made in accordance with the established policies of the ICAR faculty board and the established policies of George Mason University for the appointment of faculty chairs

It is the intent of the Donor that the gift be established as an endowment fund with the restriction that funds designated to the endowment be held in perpetuity with only the income distributed according to the policies of the George Mason University Foundation for eminent scholar use. The Rice Chair Endowment is established to attract or retain an eminent scholar with the intent to qualify for matching funds from the Virginia Eminent Scholars program.

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Should circumstances within George Mason University change to the extent that the purpose for which this endowment has been established is no longer extant, then under the direction of the Board of Trustees of the George Mason University Foundation, Inc., after consultation with the Donor if possible, the income shall be used for a purpose as closely related to the original intent of the Donor as possible.

The chair endowment will be maintained and managed under the established policies of the George Mason University Foundation, Inc.

To fund the Henry Hart Rice Chair Endowment, the Donor agrees that the pledge of $1,000,000 will be paid as outlined in the attached letter to the Institute for Conflict Analysis and Resolution dated December 19, 2000.

April 19, 2001

Edward Hart Rice
Vice President and Secretary
Rice Family Foundation

Date

7/23/01

Peter N. Stearns, Ph.D.
Provost
George Mason University

Date

April 25, 2001

Judith Marshall Jobbitt
President
George Mason University Foundation, Inc.

Date

Distribution of originals:

1. Rice Family Foundation
2. Office of the Provost
3. George Mason University Foundation, Inc.

010541
Laue

GIFT AGREEMENT ESTABLISHING THE
JAMES H. LAUE CHAIR
in WORLD RELIGIONS, DIPLOMACY, and CONFLICT RESOLUTION ENDOWMENT

PARTIES

This Agreement is by and between the Catalyst Fund, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc. hereinafter called the FOUNDATION. This agreement supersedes the Memorandum of Understanding for the James H. Laue Chair in World Religions, Diplomacy, and Conflict Resolution signed on April 11, 2003 and the addendum signed in June 2003.

PREAMBLE

Inasmuch as the DONOR wishes to establish a fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the James H. Laue Chair in World Religions, Diplomacy, and Conflict Resolution Endowment, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide support for an endowed chair within the Institute of Conflict Analysis and Resolution (ICAR). The Chair is described more fully in the attachments to this Agreement.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and December 31, 2009 totaling just over $1.8 million.

2. The DONOR will make payments in satisfaction of this $1.8 million pledge according to the following payment schedule:

Payment 1	$900,000	on or before December 31, 2008
Additional Payment (to cover operating use of the Chair.)	$ 36,000	on or before December 31, 2008
Payment 2	$900,000	on or June 30, 2009

3. The original contribution to the endowment and all other subsequent contributions by the DONOR or others to the FUND shall be invested in a true endowment with only the income to be used as described herein. The appointment to the Chair shall be for five years. At the conclusion of the term, the holder of the Chair may be reappointed at the recommendation of the Director of ICAR based upon an evaluation of the performance duties and fulfillment of the responsibilities of the Chair, with final approval by the Provost of the UNIVERSITY.

4. The income from the FUND shall be used solely to further the objective as stated above.

5. The FUND shall be invested and income shall be treated and expended in accordance with the established policies of the FOUNDATION. The income from the FUND in each year, for all purposes under this Agreement, shall be a percentage of a market value average of the assets of the FUND, such percentage and the length and timing of such market value average to be determined annually by the Board of Trustees of the FOUNDATION under the standards set forth in the Virginia Uniform Management of Institutional Funds Act, Virginia Code section 55-268.6, as amended, or the corresponding provisions of any subsequent Virginia law. Endowments are currently charged a fee of 1.75 percent annually on the market value average, which market value average is calculated in the manner determined annually by the Board of Trustees of the FOUNDATION, of the assets of the FUND. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. Should gifts to the FUND fail to meet the UNIVERSITY's required minimum for establishment of this endowed chair fund of $1.8 million by December 31, 2009, the FOUNDATION Board of Trustees, upon recommendation by the UNIVERSITY President, shall determine a use for the funds, and any income accumulated thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

7. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

8. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND and the use of any accumulated income thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

9. During such time as the James H. Laue Chair shall remain unfilled, the earnings from the Chair's endowment shall accumulate. If the Chair remains unfilled for three consecutive University fiscal years, then the funds may be applied to such other purposes as the University and Donor, or Donor's designated representative, shall agree. The University may not apply such earnings or the corpus of the endowment to any purpose other than that which is mutually approved by both parties, unless this restriction is expressly waived in writing by the Donor or Donor's designated representative.

10 X *DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund.*

____ *DONOR intends to recommend payment from a donor advised fund for this commitment.*

11. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

12. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

13. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 13th day of March, 2008

Witnesses:

Heather A. Woodman

_____

Catalyst Fund
Donor
Represented by
Libby Hoffman, President

By: _____
Sara Cobb
Director, Institute of Conflict Analysis and Resolution
George Mason University

By: _____
Maurice W. Scherrens
Senior Vice President, George Mason University

By: _____
David A. Roe
President, George Mason University

Foundation, Inc.

Distribution of originals:

- Donor
- Chief Financial Officer, George Mason University Foundation, Inc.

Copy: Director, Institute of Conflict Analysis and Resolution

The James H. Laue Chair in Religion, Diplomacy, and Conflict Resolution

The Institute for Conflict Analysis and Resolution at George Mason University will create the James H. Laue Chair in Religion, Diplomacy, and Conflict Resolution to focus research, theory-building, and teaching on better understanding the religious dimensions of conflict and more effectively mobilizing the positive resources of religion in diplomacy, conflict resolution, and social transformation and healing.

Duties of the Chair

The James H. Laue Professor will:

1. Develop a program of research on religion as a source of conflict and a resource for peace. Contribute to practice-oriented theory development on the ways in which religious motivations, values, practices, and rituals, as well as sociological resources and institutional capacities, can contribute to conflict prevention, conflict resolution, official and nonofficial diplomacy, reconciliation, and social stabilization in times of crisis. Examine the nature and effectiveness of religiously based interventions at a range of social and political levels (from grassroots to elite, from local to international) in conflicts in which the interpretation of religious values and practices contribute to hostilities and/or in which religiously motivated intervention has had or would have particular salience, impact, and/or practical advantages.

2. Participate in the teaching and mentoring program of ICAR, being responsible for formal instruction in four required or elective courses per year within the Bachelor of Arts/Science, Masters, Certificate, and PhD programs, as well as supervising doctoral students' dissertation work, and serving on dissertation and thesis committees. Other mentoring activities include participating in student working groups, supervising directed readings, and supervising internships. The teaching activities of the Chair should support practice, as well as research, on the part of students and ensure that the Chair is connected to students through the full range of learning activities at ICAR.

3. Serve the education needs of broader constituencies, such as diplomats, political leaders and other policy makers, military personnel in conflict management zones, and nonofficial diplomats, through alternative teaching formats such as training workshops, summer intensives, or professional seminars, including online offerings, which may substitute for up to one-half of the teaching load each year.

Additional Features of the James H. Laue Chair

1. The Chair may also participate in conflict resolution practice in conflicts with religious aspects and/or exhibiting opportunities for helpful interventions by religious or interreligious actors by convening and facilitating, or collaborating in the convening and facilitation of, trainings, dialogues, workshops, and back-channel diplomacy.

2. The Laue Chair may actively contribute to the design and collaborate in the work of other relevant ICAR structures working in the areas of religion, diplomacy, and conflict resolution.

3. The appointment to the Chair shall be for five years. At the conclusion of the term, the holder of the Chair may be reappointed at the discretion of the Director of the Institute for Conflict Analysis and Resolution for an additional term or terms.

Qualifications

Candidates for the James H. Laue Chair will demonstrate:

1. Scholarly excellence in fields relevant to the above research possibilities, including religious studies, comparative religion, sociology of religion, anthropology, conflict analysis and resolution, political science or international relations, peace studies, intercultural communication, or other relevant disciplines. Demonstrated research competency, including published writings, in two or more of the research categories of interest: conflict analysis, conflict resolution, official and nonofficial diplomacy, conflict prevention and post-agreement reconciliation, social stabilization in crises zones (see Appendix for elaboration of a potential research agenda).

2. Demonstrated excellence in classroom teaching and, ideally, also specialized educational formats such as professional training for diplomats, policymakers, military personnel, religious and interreligious leaders, and others involved in the various relevant sectors and arenas of practice.

3. Practice experience in the facilitation of dialogues, back-channel diplomacy, or other third-party roles would further strengthen the candidate's qualifications.

4. The preferred candidate should also have direct knowledge of the lived experience of religion.

APPENDIX

POTENTIAL AGENDA FOR RESEARCH AND THEORY DEVELOPMENT BY THE JAMES H. LAUE CHAIR OF RELIGION, DIPLOMACY, AND CONFLICT RESOLUTION

The purpose of the Laue Chair's research agenda is to aid in mobilizing the resources of religion in support of more effective policymaking and interventions ranging from the local to international and from grassroots to elite levels, and to develop and support more effective collaboration across these levels. Elaborating new research methods for exploring the intersection of religion, diplomacy, and conflict resolution is a foundation for the development of new practices within the field of conflict resolution—practices that could support a new diplomacy that appreciates the positive role of religion as architecture for social and political relations.

Depending on the discipline and specific research interests and areas of expertise of the Laue Chair, research foci shall include some combination of category number one and one or more of the other categories below. In addition, the Chair shall engage a fuller range of research topics via interaction with student research interests and supervision of dissertations and theses. This research agenda is useful and pertinent to the extent that it advances the practice of conflict resolution and diplomacy, and therefore the practical implications for each of these subject areas need to be advanced within a community of practitioners.

1. Conflict Analysis

- Research the ways in which religious motivations and differences fuel conflict, violence, war, and terrorism.
- Research religious conflicts as struggles for the legitimacy and recognition of faith traditions, often in a context in which one faith tradition is anchored by a narrative of domination and oppression by Others.
- Examine the roots of ideological violence within religious traditions and institutional hierarchies in terms of myth, symbol, vision, law; ritual, and hermeneutics.
- Examine the internal struggles within religious communities over competing interpretations of teachings as they relate to war and peace, including violent and nonviolent ideologies and strategies, in both historical and contemporary settings.
- Apply social-network analysis to understanding social/religious movements and conflict dynamics.
- Research religion as a system of beliefs and associated experiences that advance a moral tradition and create community (in contrast to factor analysis that isolates religion as a "variable" in conflict) and in which conflict is a function of the marginalization and delegitimation of traditions and associated faith communities, thereby politicizing religion.

2. Conflict Resolution

- Examine the ways in which religious values, precepts, teachings, and moral frameworks offer valuable perspectives to adherents regarding conflict resolution.
- Undertake a comparative examination of the role of religious actors, including religiously affiliated institutions and organizations, ecumenical and inter-religious bodies, ad hoc delegations or other groups, and individual players, whether clergy or lay, in the mitigation and resolution of conflicts.
- Refine and develop new theories about religious approaches to diplomacy and conflict resolution, including evolving the theoretical and practical frameworks for that to happen within religious communities, among religious communities, and between religious communities and governments.

3. Official and Nonofficial Diplomacy

Statecraft today, abetted by the legal separation between church and state, is crippled in its ability to integrate religion and spirituality in active diplomacy, seeing them as "non-rational" blockages to building sustainable relationships, and resulting in diplomacy anchored in negotiation practice, rather than mutual understanding. Given that moral traditions are anchored by religions—and given that there is considerable overlap in morality across religions (with important differences that need to be understood and appreciated)—the exclusion of morality and religion from diplomacy leads to the formation of peace agreements that are disconnected from the humanity of those involved, parties and interveners alike.

- Using case studies of religiously motivated mediation of peace negotiations or direct support to peace processes (e.g., Community of St. Egidio in the Mozambique civil war, All Africa Conference of Churches in the first Sudanese civil war, Acholi religious leaders in Uganda), explore and propose ways in which diplomacy—both official and nonofficial—can actively integrate the motivations, moral frameworks, and values of religion in ways that are meaningful to the conflict parties.
- Using case studies, explore the role of religious practices (ritual, prayer, sermons, use of "sacred space") in the practice of conflict resolution by religious figures.
- Examine the role of "the moral imagination," including contemplative practices, spiritual intuition, and prayer-guided action, as well as the power of humility, in inspiring and guiding peacebuilding practitioners.
- Examine the intersection and appropriate interface of secular diplomatic and conflict resolution processes (e.g., by official-level actors and academics) with religious/interreligious actors and religious expression in nonofficial processes or as used to solemnize and legitimize formal proceedings.
- Explore and propose approaches to diplomacy that acknowledge the legitimate experience of religious Others (rather than only seeing Others as in need of change) and are willing to deeply explore and understand who they are, how they see themselves, and how they see the secular West.
- Examine the dynamics of religiously based social networks that structure international affairs (e.g., religious fundamentalism); which serve as the social structure or fabric for the production of conflict as well as its evolution or transformation (in contrast to interest-based approaches to conflict resolution that focus attention on individuals); and which generate approaches to diplomacy that encompass religious, as well as political, leadership.

4. Conflict Prevention, Nonviolence Movements, and Post-Agreement Reconciliation

Religious meanings are foundational to the entire realm of experience, including the relationship of faith to public morality and to social and personal healing and wholeness. They are resources for addressing relational problems, as alternatives to violence, in dealing with difficult differences and promoting learning and dialogue. Far from causing only division, religious values and practices are an abiding and institutionalized set of resources for healing the wounds of conflict. Religious leaders from many faiths have decried violence and used their role, their office, and their houses of worship to urge dialogue and to promote understanding, restorative justice, forgiveness, and reconciliation.

- Research the role of that religion and religious/interreligious actors can play in transforming conflict-ridden societies (e.g., apartheid/post-apartheid South Africa) either before serious violence has broken, during times of major transition that threaten all-out warfare (e.g., anti-colonial nonviolence movements), or during a period of post-agreement reconciliation in which the seeds of sustainable peace must be sown to forestall further cycles of violence (e.g., post-Khmer Rouge Cambodia).

5. Social Stabilization in Crisis Zones

An emerging twenty-first-century arena for diplomacy and conflict resolution will be in regions of mass social distress and dislocation caused by climate change or other forms of environmental stress, economic breakdown, pest infestations and health epidemics, and/or terrorism. Factors such as these, singly or in combination, are projected to serve as "threat multipliers" in destabilizing both the affected societies and those receiving displaced populations. Religious and interreligious leadership and the full array of religious resources will be integral in such settings in calming and comforting, in helping meet basic human needs, in helping societies make meaning of the changes at hand and transition to new realities, and in the very real challenges of diplomacy and conflict resolution.

- Using case studies of fragile regions stressed by environmental disasters (e g., drought in Darfur, the Asian tsunami, flooding in Bangladesh, Hurricane Katrina in Louisiana) research the roles that religion and religious actors have played in preventing or ameliorating conflict in societies facing crises caused by external factors, for example, in supporting political and civil leadership, restoring social stability, and building societal resilience. Anticipate the larger and more elaborated roles that religious and interreligious leadership and organizations will be called upon to play, and the types of education, training, and practice mentorship that will be needed to prepare them accordingly.
- Examine the ways in which religion itself is transformed in rising to meet the profound human and social needs of societies undergoing unprecedented change.

010627

Black

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 20th day of July, 1990 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Eminent Scholars - Duncan Black Chair in Economics Endowment Fund in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Eminent Scholars - Duncan Black Chair in Economics are to be held in the George Mason University Foundation, Inc. The purpose of this account is to establish an endowment fund to be known as the Eminent Scholars - Duncan Black Chair in Economics.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the Eminent Scholars - Duncan Black Chair in Economics account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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Advisory Board
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The State University
in Northern Virginia

4400 University Drive
Fairfax, Virginia 22030

Office of the President

George Mason University

RECEIVED
FEB 5 1988
Office of the Vice President
for University Development

January 26, 1988

Professor Duncan Black
22 Marine Parade, Paignton
Devon TQ 32 NU, England

Dear Professor Black:

I have the great pleasure and honor to inform you that a chair named in your honor has been established at the Center for the Study of Public Choice, located at this University.

Gordon Tullock, recently retired as a full professor at this University, but still a Distinguished Adjunct Affiliate here as well as the Karl Eller Professor of Economics and Political Science at the University of Arizona, has provided funds for the initial establishment of the chair, and has pledged full funding in the future.

Dr. Robert Tollison is the first scholar designated as the Duncan Black Professor. He is also the present director of the Center for the Study of Public Choice.

I congratulate you on the devotion of students who follow your ideas; I hope this information is pleasing, and I send all my personal good wishes with this notice.

Sincerely,

George W. Johnson
President

cc: Dr. Gordon Tullock
Betsy Dahlia

Harris

810628

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 20th day of July, 1990 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Holbert L. Harris Chair in Economics Endowment account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Harris Economic Chair account to be held in the George Mason University Foundation, Inc. The purpose of this account is to establish an endowment fund to be known as the Harris Economic Chair.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the Harris Economic Chair account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
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Harris Chair
EIF

UNITED VIRGINIA BANK, 515 KING STREET, ALEXANDRIA, VIRGINIA 22314

MALCOLM S. UNDERWOOD
SENIOR VICE PRESIDENT – TRUST

United Virginia Bank

6/2/82
DD
Harris Trust file

May 26, 1982

Dr. Philip R. P. Coelho
Chairman, Dept. of Economics
George Mason University
4400 University Drive
Fairfax, Va. 22030

Dear Phil:

This is merely to confirm the grant by the Distribution Committee of the Harris Charitable Foundation and Trust. On behalf of the other members of the Distribution Committee, I can honestly say that we are delighted to be able to be in a position to assist your fine University with a contribution of $400,000.00 for the establishment of a chair in the Department of Economics, preferably emphasizing the free enterprise system.

This grant will be made over a three year period with the first check of $133,333.34 being made around June 10th with the balance being paid in two equal installments in June of 1983 and 1984.

Naturally, there are no strings attached to this grant but I did want to remind you that our Trust Department is among the leaders in this part of the country in managing endowments and we would be most pleased to have an opportunity to make a presentation to whatever appropriate committee will make the decision as to the management of the money. I look forward to hearing from you at an early date as to the best approach for us to make in pursuing the management of your department's endowment.

Sincerely yours,

Malcolm

M. S. Underwood

MSU/psw

UNITED VIRGINIA BANK, 515 KING STREET, ALEXANDRIA, VIRGINIA 22314

MALCOLM S. UNDERWOOD
SENIOR VICE PRESIDENT — TRUST

United Virginia Bank

Deposited 6/15/82 for

June 10, 1982

Dr. Philip R. P. Coelho
Chairman, Department of Economics
George Mason University
4400 University Drive
Fairfax, Va. 22030

Dear Phil:

As promised I am pleased to enclose our check in the amount of $133,333.34 payable to the order of George Mason University for initial funding of the Holbert L. Harris Chair~~man~~ of Economics.

Sincerely,

M. S. Underwood

MSU/pst
Enclosure

[redacted]

Snavely

010629

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 20th day of July, 1990 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the William P. Snavely Professorship in Policitical Economy and Public Policy Endowment Fund in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Snavely Professorship in Policy Economy account are to be held in the George Mason University Foundation, Inc. The purpose of this account is to establish a professorship in political economy to be known as the William P. Snavely Professorship in Policital Economy and Public Policy.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the Snavely Professorship in Political Economy account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
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Advisory Board
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Eminent Scholars

The State University
in Northern Virginia

4400 University Drive
Fairfax, Virginia 22030

Office of the Dean,
College of Arts and Sciences
(703) 323-2652

George Mason University

August 9, 1983

President George W. Johnson
George Mason University
Campus

Dear President Johnson:

I am pleased to present to the University a certified check for $100,000 for the purpose of supporting an endowed professorship in political economy at George Mason University. This gift is from a donor who wishes to remain anonymous.

The donor wishes for this gift to become part of the University's Eminent Scholars endowment so that the income from the gift will be eligible for matching funds from the state's Eminent Scholars Program.

In addition, the donor is not only willing for the University to use this gift as a basis for attracting matching funds from a second (or more) donors, but, indeed, encourages it to do so. If the University so chooses, the professorship could be named by the second donor. Dr. Wade Gilley has worked with me on this project and is prepared to initiate, immeditely, discussions with persons who are capable of matching this gift when the University has accepted it.

The donation was secured as a result of the teaching and research of Dr. James T. Bennett of our Economics Department. The donor thus anticipates that Dr. Bennett will be the initial occupant of the professorship. It is my understanding that Dr. Gilley has discussed this possibility with you, Dr. David J. King, and Dr. Karen I. Vaughn of the Economics Department.

cc: Development office

This gift is another important step in creating the resources necessary to insure that GMU maintains the critical mass of eminent scholars now present in our Economics Department in the years and decades ahead. As a former chairman of the department, I am pleased to assist the University in this effort.

Sincerely,

William P. Snavely

William P. Snavely
Professor of Economics
and Associate Dean,
College of Arts & Sciences

WPS:jmb
Enclosure

cc: Dr. J. Wade Gilley
Dr. David J. King
Dr. F. Donald Eckelmann
Dr. Karen I. Vaughn

[redacted]

Williams

010631

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 20th day of July, 1990 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Earle C. Williams Distinguished Professorship in Electrical Engineering Endowment Fund in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Williams Distinguished Professorship in Electrical Engineering Fund are to be held in the George Mason University Foundation, Inc. The purpose of this account is to provide a professorship in Electrical Engineering to be known as the Earle C. Williams Distinguished Professorhship in Electrical Engineering.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the Williams Distinguished Professorship in Electrical Engineering Fund must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
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George Mason University
Executive Director
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Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

Earle C. Williams
715 Potomac Knolls Drive
McLean, Virginia 22102

December 21, 1984

BY MESSENGER

Mr. John T. Hazel, Jr.
President
George Mason University Foundation
4400 University Drive
Fairfax, VA 22030

Dear Til:

In accordance with my December 29, 1983, letter to the previous President of GMUF, enclosed are five certificates, with signed stock powers attached, representing a total of 1,800 shares of Class B Common Stock of BDM International, Inc., valued at about $50,000. Those shares may be converted at any time for Class A Common Stock of the Company on a share for share basis, and I would recommend that when those shares are placed in the name of the Foundation, you request that this conversion be made immediately. Class A shares enjoy a slightly larger cash dividend (declaration date February 28, 1985) and are traded on the American Stock Exchange.

Please advise me in the event of any proposed sales of BDM shares by the Foundation within two years after the date of this donation, since I am advised by legal counsel that I will need that information to assure compliance with certain legal requirements arising from my position as an officer of the Company.

I am very heartened by the continued strong progress and development made by George Mason University in the past year in its aspiration to be a center of academic excellence. I am pleased to be of some assistance in this process, and I am confident our goal will be achieved.

Sincerely,

Earle

Earle C. Williams

ECW/mlk

Enclosures: as stated

cc: Dr. George W. Johnson

IIIT
010659

George Mason University Foundation, Inc.

GIFT AGREEMENT ESTABLISHING AN
ENDOWED IIIT CHAIR IN ISLAMIC STUDIES (with FOCUS on ISLAM and GLOBAL CIVILIZATION)

PARTIES

This Agreement is by and between The International Institute of Islamic Thought, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish an Endowed IIIT Chair in Islamic Studies (with focus on Islam and Globalization), hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide support for an Endowed Chair (the "Chair") within the College of Humanities and Social Sciences. The designated holder of the chair will have an excellent publication record and will be an internationally recognized specialist in his or her area of study. Attachment #1 provides further detail on the chair.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and September 30, 2010 totaling $1,500,000. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified below to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $1,500,000 pledge according to the following payment schedule:

Payment 1	$750,000	on or before	September 30, 2008
Payment 2	$375,000	on or before	September 30, 2009
Payment 3	$375,000	on or before	September 30, 2010

3. The DONOR does not intend to satisfy this pledge with recommended payments from a donor advised fund or a private foundation.

4. The original contribution and all other subsequent contributions by the DONOR or others to the FUND shall be invested in a true endowment with only the income to be used as described herein. The FUND is established to attract or retain an eminent scholar with the intent to qualify for matching funds from the Virginia Eminent Scholars program.

4400 University Drive, MSN 1A3 • Fairfax, Virginia 22030-4444 • (703) 993-8854 telephone • (703) 993-8851 facsimile

5. (a) The selection of the Endowed Chair will be led by the Dean of College of Humanities and Social Sciences at the UNIVERSITY. Designee/s of the DONOR will participate as member/s of the search committee in 3:2 ratio (three UNIVERSITY representatives to two Designee representatives).

   (b) The final decision for the appointment of the Endowed Chair in Islam and Global Civilization will rest with the Board of Visitors of the UNIVERSITY, the President of the UNIVERSITY and the Dean of the College of Humanities and Social Sciences of the UNIVERSITY.

6. Holders of the Chair will be selected in accordance with the established policies of George Mason University for the appointment of faculty chairs or professorships with the approval of the Provost of the University.

7. The income from the FUND shall be used solely to further the objective as stated above.

8. The FUND shall be invested and income shall be treated and expended in accordance with the established policies of the FOUNDATION. The income from the FUND in each year, for all purposes under this Agreement, shall be a percentage of a market value average of the assets of the FUND, such percentage and the length and timing of such market value average to be determined annually by the Board of Trustees of the FOUNDATION under the standards set forth in the Virginia Uniform Management of Institutional Funds Act, Virginia Code section 55-268.6, as amended, or the corresponding provisions of any subsequent Virginia law. Endowments are currently charged a fee of 1.75 percent annually on the market value average, which market value average is calculated in the manner determined annually by the Board of Trustees of the FOUNDATION, of the assets of the FUND. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

9. Should gifts to the FUND fail to meet the UNIVERSITY's required minimum for establishment of an endowed chair fund by the end of the pledge period, the FOUNDATION Board of Trustees, upon recommendation by the UNIVERSITY President and the DONOR, shall determine a use for the funds, and any income accumulated thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

10. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR, its successors or assigns, shall determine the objective(s) for the FUND and the use of any accumulated income thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

11. This Agreement shall be binding upon the DONOR, its successors or assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

12. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

13. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

14. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 18 day of Sept, 2008.

Witness:

H. Altalib

Hisrham Altalib
Director
The International Institute of Islamic Thought

By: _____
Jamal Barzinji
Vice President
The International Institute of Islamic Thought

By: Jack R. Censer
Jack R. Censer
Dean, College of Humanities and Social Sciences
George Mason University

By: _____
Peter N. Stearns
Provost, George Mason University

By: Maurice W Scherrens
Maurice W. Scherrens
Senior Vice President, George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Chief Financial Officer, George Mason University Foundation, Inc.

Copies:

- Provost, George Mason University
- Dean, College of Humanities and Social Sciences, George Mason University

Attachment 1

GIFT AGREEMENT ESTABLISHING AN
ENDOWED CHAIR IN ISLAM and GLOBAL CIVILIZATION

Description of IIIT Endowed Chair in Islamic Studies

In recognition of the growing importance of Islam and the Muslim world, and acknowledging the increased need for accurate, objective knowledge and scholarship in this area, George Mason University proposes to establish, in partnership with private donors, an Endowed IIIT Chair in Islamic Studies (with focus on Islam and Global Civilization) through the recruitment of a leading senior scholar in the field. This figure will have an excellent publication record and will be an internationally known specialist in his or her area of research and teaching. The donors will be represented on the search committee, and the broad thematic rubric under which the position will be established is 'Islam, Globalization, and World Civilization.' This chair will be housed within an appropriate academic unit of the University's College of Humanities and Social Sciences (CHSS), and will be expected, in collaboration with Mason's existing faculty in the field of Islamic Studies to work towards the development of a full, multidisciplinary academic program (encompassing teaching, research, and public outreach) in line with the following vision:

(1) Where many programs in Islamic Studies tend to focus on the Middle East and the Arab world, Mason will pursue **a global approach to the study of Islam**. Without neglecting the vital contributions of the Middle East to Islam, teaching and research at the university under the leadership of the proposed chair will actively seek to include perspectives from all corners of the Muslim world, including South, Southeast and Central Asia, Africa, and Muslim communities in Europe and North America.

(2) An emphasis on **Islam as a lived religious tradition** will be a defining characteristic of Mason's approach. Where some programs have treated Islam almost exclusively as a textual tradition, Mason's program will seek to elucidate the ways in which Muslims and non-Muslims in a variety of socio-cultural settings have engaged with and interpreted Islam throughout history. The goal is not to de-emphasize the importance of the textual tradition in Islam, but rather to more thoroughly contextualize it.

(3) Mason's program in Islamic Studies will focus on developing an understanding of **Islam's role in the development of world civilization and global culture** in fields such as philosophy, literature, and the sciences, and the dynamics surrounding the Muslim world's interactions, exchange, and dialogue with other world cultures.

(4) Given the strong Muslim representation within Mason's student body and the surrounding community, efforts will be made over time to develop specialized programs and collections that focus on relevant themes such as **the contributions of Western-based Muslim intellectuals and the specific issues and concerns facing Muslim minorities**. George Mason University's Islamic Studies program will foster collaborative relationships with other relevant research centers including the International Institute of Islamic Thought through scholarly exchanges, joint conferences and other academic activities.

Kellar
020307

George Mason University Foundation, Inc.

4400 University Drive
Fairfax, Virginia 22030-4444
703 / 993-8850 • Fax 703 / 993-8851

MEMORANDUM OF UNDERSTANDING

This agreement between Alan G. Merten, President, George Mason University, Gary Galluzzo, Dean, Graduate School of Education, Mr. and Mrs. Arthur Kellar, and the George Mason University Foundation, Inc. constitutes a statement regarding the use of funds contributed to establish the Helen Kellar Center for Human Disabilities at George Mason University and the corresponding accounts established in the George Mason University Foundation, Inc.

Purpose of the Fund

A gift of $3,200,000 will be provided by Mr. and Mrs. Arthur Kellar to establish the Helen Kellar Center for Human Disabilities at George Mason University. The gift will be distributed in the following manner:

- $200,000 of the gift will be used to directly fund the initial year of the professorship, the graduate fellowships, and the programs required to address the pressing and urgent needs of the Helen Kellar Center for Human Disabilities at George Mason University for the 1999-2000 academic year.
- $1,200,000 of the gift will be used to establish and endow a program fund for the Helen Kellar Center for Human Disabilities at George Mason University.
- $800,000 of the gift will be used to establish and endow a minimum of three graduate fellowships in the Helen Kellar Center for Human Disabilities at George Mason University and will carry the name of the Helen Kellar Scholars. Appropriate efforts should be made to meet all necessary requirements to qualify for matched funding from the Virginia Graduate and Undergraduate Assistance Program.
- $1,000,000 of the gift will be used to establish and endow the Helen Kellar Distinguished Professorship in Human Disabilities. The purpose of this endowment is to provide funding for an eminent scholar who will occupy the professorship and will be in compliance with all Commonwealth of Virginia regulations for the Eminent Scholars Program.

Procedures

The Dean of the Graduate School of Education will be the project director of this account in the George Mason University Foundation, Inc. The uses and expenditures of this fund shall be consistent with George Mason University Foundation, Inc. policies.

The Dean of the Graduate School of Education, in consultation with the faculty of the Helen Kellar Center for Human Disabilities, will select the Helen Kellar Scholars as well as the Helen Kellar Distinguished Professorship in Human Disabilities.

Changes of Conditions

Should circumstances within George Mason University change to the extent that the purposes of which this fund has been established are no longer existent and/or are in conflict with administrative or academic policies of the University the Kellar family will be consulted to determine an appropriate disbursement of the funds to most closely match the original intent of the gift.

12/11/98

Arthur Kellar
Donor

Date

Elizabeth Kellar

12/11/98

Elizabeth Kellar
Donor

Date

Alan D. Merten

December 9, 1998

Alan G. Merten
President
George Mason University

Date

Gary R. Galluzzo

12/10/98

Gary Galluzzo
Dean
Graduate School of Education
George Mason University

Date

David A. Roe

12/10/98

David A. Roe
Chief Financial Officer
George Mason University Foundation, Inc.

Date

040005

Heritage
Arts + Culture

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 15th day of October, 1993 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Heritage Chair Eminent Scholar in Arts and Cultural Criticism Endowment Fund in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Heritage Chair in Arts and Cultural Criticism Endowment Fund are to be held in the George Mason University Foundation, Inc. The purpose of this account is to establish an endowment fund to be known as the Heritage Chair Eminent Scholar in Arts and Cultural Criticism.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the Heritage Chair Eminent Scholar in Arts and Cultural Criticism account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

draft by Jane Pearson, special a. a. to GMU President George Johnson, in 2/93 to serve as background on the creation of the Heritage Chairs.
Note that all 3 chairs were ultimately funded at $400,000 ea by the George Mason Fund of the Arts / Arts Gala, before Pres Johnson's retirement in 1996.
JP 7/02

The Heritage Chairs
George Mason University

Background

In 1964, the General Assembly of the Commonwealth of Virginia created the Eminent Scholars Program to attract and retain distinguished faculty in Virginia institutions of higher education. Under this program, state funds are appropriated to supplement income generated by institutional endowment funds specifically created under the criteria of the Eminent Scholars Program.

After assuming the presidency of George Mason University in 1978, George W. Johnson identified three major areas for development within the University: public policy, high technology, and the arts; and funding of the University's first endowed chairs was concentrated in the areas of public policy and high technology. Concurrent with the development of public policy and high technology, in 1981, a community committee to undertake the sponsorship of a University arts gala was organized by the spouse of the University President, Joanne Johnson. The event, and proceeds, grew dramatically in 1984, when the Committee made a 10 by 12 foot quilt of local scenes, which was called the "Heritage Quilt." Proceeds from the galas and the auctioning of the quilt at Gala '84 enabled the Committee to make its first major gift, of $90,000, to open an endowment fund to be matched through the Eminent Scholars Program for the sponsorship of a professorship in arts criticism. In 1987, the Committee donated $310,000 to complete the endowment of the chair. In recognition of the Heritage Quilt, which led to the endowment of the University's first chair in the arts, the chair was named the Heritage Chair in Arts and Cultural Criticism. The quilt itself traveled on exhibition for several years, and was installed permanently in

the University's new administration building, Mason Hall, in 1991.

In 1988 and 1992, the Arts Gala Committee again donated a total of $400,000 to endow a second professorial chair in the arts, to be known as the Heritage Chair in Writing.

In 1992 and 1993, the Committee contributed two gifts of $100,000 toward the establishment of a third Heritage Chair, in the area of music.

All Heritage Chair funds are held and invested by the George Mason University Foundation; interest earned is matched by the Commonwealth of Virginia under the Eminent Scholars Program. Together, these monies permit the University to supplement the salaries of professors chosen to hold the Heritage Chairs, enabling the University to attract and retain distinguished faculty of national eminence.

While the main thrust of the arts galas has been to underwrite endowed chairs in the arts at the University, gala proceeds have also enabled the funding of approximately one-half million dollars in other University arts projects, such as underwriting selected performances at the University's Center for the Arts Concert Hall, which opened in 1990.

The galas are the main fundraising event of the George Mason Fund for the Arts, a component of the George Mason University Foundation.

Criteria for the Selection of Heritage Chairs

Holders of the Heritage Chairs are selected by a faculty committee, of which the President is a member, and approved by action of the University's Board of Visitors. Guidelines provided by the State Council for Higher Education in Virginia aid in the selection process:

The appointee shall be a person who has achieved national eminence in the discipline as judged by the person's peers...The

'eminence' of the appointee shall be judged, generally, on evidence of effective teaching and productive research as attested by their peers. In certain instances, the 'eminence' of the appointee may be judged on the basis of artistic achievement or distinguished accomplishments in areas which lie beyond academic endeavor, but for which there is concrete evidence of superior talent.

Letters accompanying the donation of funds by the Committee provide general guidance as to the donor's wishes. A letter to President Johnson in 1988 stated, "The Committee would like the scholars chosen to continue to be known as Heritage Professors, and it is our hope that they will have interests of an interdisciplinary scope and through their stature serve to enhance the cultural strength of the State of Virginia and our community." This wording was repeated in subsequent letters of donation, and expressed in letters accompanying the latest donations, "Our hope is that the scholars chosen for the Heritage Chair in Music will be artists of national reputation who have made a significant contribution to American cultural heritage over a period of time, and through their national stature serve to enhance the cultural strength of the Commonwealth of Virginia and our community."

From the inception of the Heritage Chairs, the University has stipulated that the lectures, demonstrations, readings, etc. presented by the Heritage Chairs be open to the public without charge, as a reflection of the community support which generated the funding of the chairs.

Holders of the Heritage Chairs

Heritage Chair in Arts and Cultural Criticism

Spring 1988	Carlos Fuentes
Spring 1990	Alfred Kazin
Spring 1993	Edward Villella

Heritage Chair in Writing

A search is currently underway to initiate this

chair during the 1993-94 academic year.

Heritage Chair in Music

This chair will be filled following completion of funding.

2/23/93

040010
Heritage
Writing

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 15th day of October, 1993 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Heritage Chair Eminent Scholar in Writing Endowment Fund in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Heritage Chair in Writing Endowment Fund are to be held in the George Mason University Foundation, Inc. The purpose of this account is to establish an endowment fund to be known as the Heritage Chair Eminent Scholar in Writing.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the Heritage Chair Eminent Scholar in Writing account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

draft by Jane Pearson, special a. a. to GMU President George Johnson, in 2/93 to serve as background on the creation of the Heritage Chairs.
Note that all 3 chairs were ultimately funded at $400,000 ea by the George Mason Fund for the Arts / Arts Gala, before Pres Johnson's retirement in 1996.
GP 7/02

The Heritage Chairs
George Mason University

Background

In 1964, the General Assembly of the Commonwealth of Virginia created the Eminent Scholars Program to attract and retain distinguished faculty in Virginia institutions of higher education. Under this program, state funds are appropriated to supplement income generated by institutional endowment funds specifically created under the criteria of the Eminent Scholars Program.

After assuming the presidency of George Mason University in 1978, George W. Johnson identified three major areas for development within the University: public policy, high technology, and the arts; and funding of the University's first endowed chairs was concentrated in the areas of public policy and high technology. Concurrent with the development of public policy and high technology, in 1981, a community committee to undertake the sponsorship of a University arts gala was organized by the spouse of the University President, Joanne Johnson. The event, and proceeds, grew dramatically in 1984, when the Committee made a 10 by 12 foot quilt of local scenes, which was called the "Heritage Quilt." Proceeds from the galas and the auctioning of the quilt at Gala '84 enabled the Committee to make its first major gift, of $90,000, to open an endowment fund to be matched through the Eminent Scholars Program for the sponsorship of a professorship in arts criticism. In 1987, the Committee donated $310,000 to complete the endowment of the chair. In recognition of the Heritage Quilt, which led to the endowment of the University's first chair in the arts, the chair was named the Heritage Chair in Arts and Cultural Criticism. The quilt itself traveled on exhibition for several years, and was installed permanently in

the University's new administration building, Mason Hall, in 1991.

In 1988 and 1992, the Arts Gala Committee again donated a total of $400,000 to endow a second professorial chair in the arts, to be known as the Heritage Chair in Writing.

In 1992 and 1993, the Committee contributed two gifts of $100,000 toward the establishment of a third Heritage Chair, in the area of music.

All Heritage Chair funds are held and invested by the George Mason University Foundation; interest earned is matched by the Commonwealth of Virginia under the Eminent Scholars Program. Together, these monies permit the University to supplement the salaries of professors chosen to hold the Heritage Chairs, enabling the University to attract and retain distinguished faculty of national eminence.

While the main thrust of the arts galas has been to underwrite endowed chairs in the arts at the University, gala proceeds have also enabled the funding of approximately one-half million dollars in other University arts projects, such as underwriting selected performances at the University's Center for the Arts Concert Hall, which opened in 1990.

The galas are the main fundraising event of the George Mason Fund for the Arts, a component of the George Mason University Foundation.

Criteria for the Selection of Heritage Chairs

Holders of the Heritage Chairs are selected by a faculty committee, of which the President is a member, and approved by action of the University's Board of Visitors. Guidelines provided by the State Council for Higher Education in Virginia aid in the selection process:

The appointee shall be a person who has achieved national eminence in the discipline as judged by the person's peers...The

'eminence' of the appointee shall be judged, generally, on evidence of effective teaching and productive research as attested by their peers. In certain instances, the 'eminence' of the appointee may be judged on the basis of artistic achievement or distinguished accomplishments in areas which lie beyond academic endeavor, but for which there is concrete evidence of superior talent.

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From the inception of the Heritage Chairs, the University has stipulated that the lectures, demonstrations, readings, etc. presented by the Heritage Chairs be open to the public without charge, as a reflection of the community support which generated the funding of the chairs.

Holders of the Heritage Chairs

Heritage Chair in Arts and Cultural Criticism

Spring 1988	Carlos Fuentes
Spring 1990	Alfred Kazin
Spring 1993	Edward Villella

Heritage Chair in Writing

A search is currently underway to initiate this

chair during the 1993-94 academic year.

Heritage Chair in Music

This chair will be filled following completion of funding.

2/23/93

040011

Heritage Music

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 15th day of October, 1993 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Heritage Chair Eminent Scholar in Music Endowment Fund in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Heritage Chair in Music Endowment Fund are to be held in the George Mason University Foundation, Inc. The purpose of this account is to establish an endowment fund to be known as the Heritage Chair Eminent Scholar in Music.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the Heritage Chair Eminent Scholar in Music account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

draft by Jane Pearson, special a. a. to GMU President George Johnson, in 2/93 to serve as background on the creation of the Heritage Chairs.
Note that all 31 chairs were ultimately funded at $400,000 ea by the George Mason Fund for the Arts / Arts Gala, before Pres Johnson's retirement in 1996.
JP 7/02

The Heritage Chairs
George Mason University

Background

In 1964, the General Assembly of the Commonwealth of Virginia created the Eminent Scholars Program to attract and retain distinguished faculty in Virginia institutions of higher education. Under this program, state funds are appropriated to supplement income generated by institutional endowment funds specifically created under the criteria of the Eminent Scholars Program.

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In 1992 and 1993, the Committee contributed two gifts of $100,000 toward the establishment of a third Heritage Chair, in the area of music.

All Heritage Chair funds are held and invested by the George Mason University Foundation; interest earned is matched by the Commonwealth of Virginia under the Eminent Scholars Program. Together, these monies permit the University to supplement the salaries of professors chosen to hold the Heritage Chairs, enabling the University to attract and retain distinguished faculty of national eminence.

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The galas are the main fundraising event of the George Mason Fund for the Arts, a component of the George Mason University Foundation.

Criteria for the Selection of Heritage Chairs

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The appointee shall be a person who has achieved national eminence in the discipline as judged by the person's peers...The

'eminence' of the appointee shall be judged, generally, on evidence of effective teaching and productive research as attested by their peers. In certain instances, the 'eminence' of the appointee may be judged on the basis of artistic achievement or distinguished accomplishments in areas which lie beyond academic endeavor, but for which there is concrete evidence of superior talent.

Letters accompanying the donation of funds by the Committee provide general guidance as to the donor's wishes. A letter to President Johnson in 1988 stated, "The Committee would like the scholars chosen to continue to be known as Heritage Professors, and it is our hope that they will have interests of an interdisciplinary scope and through their stature serve to enhance the cultural strength of the State of Virginia and our community." This wording was repeated in subsequent letters of donation, and expressed in letters accompanying the latest donations, "Our hope is that the scholars chosen for the Heritage Chair in Music will be artists of national reputation who have made a significant contribution to American cultural heritage over a period of time, and through their national stature serve to enhance the cultural strength of the Commonwealth of Virginia and our community."

From the inception of the Heritage Chairs, the University has stipulated that the lectures, demonstrations, readings, etc. presented by the Heritage Chairs be open to the public without charge, as a reflection of the community support which generated the funding of the chairs.

Holders of the Heritage Chairs

Heritage Chair in Arts and Cultural Criticism

Spring 1988	Carlos Fuentes
Spring 1990	Alfred Kazin
Spring 1993	Edward Villella

Heritage Chair in Writing

A search is currently underway to initiate this

chair during the 1993-94 academic year.

Heritage Chair in Music

This chair will be filled following completion of funding.

2/23/93

050025
Business

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 20th day of July, 1990 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the George Mason University Foundation Chairs of Business Eminent Scholars Endowment Fund in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the GMUF Chairs of Business Endowment Fund are to be held in the George Mason University Foundation, Inc. The purpose of this account is to establish an endowment fund to be known as the GMUF Chairs of Business.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the GMUF Chairs of Business account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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Mr. John C. Wood
Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

GEORGE MASON UNIVERSITY | School of Business

To: Janet Bingham, President, GMUF Inc.

From: Sarah Nutter, Dean and David Wu, Provost

CC: Susan Van Lunen, Diane Vermaaten, Eleanor Weis

Subject: GMUF Endowed Chairs in Business Account #050025

Date: March 9, 2016

Since the elimination of general fund support for the Eminent Scholars Program in the 2012-14 biennium budget, there has been little use of the funds set aside for recruiting and retaining eminent and emerging scholars to the business school. We would like to change that effective immediately to ensure the business school is positioned to meet the University's strategic goal of achieving Carnegie Very High Research classification. To that end, we are writing to request that the Foundation update the approved usage of funds generated by the GMUF Endowed Chairs Business account #050025. At the moment, there is $397,221 in current use payouts that cannot be accessed as they are still classified for eminent scholar usage only which are traditionally appointed as Chairs—a very limiting vehicle. Our vision for the business school is to attract new and rising scholars by utilizing these funds to provide more flexible multiyear research fellowships unencumbered by the parameters of a Chair designation. This model would provide the business school with greater flexibility when making these awards to faculty with an orientation to performance and delivery. It is our understanding that the university general counsel has reviewed the underlining agreement for the Endowed Chairs in Business and has concluded that a vote by the Foundation Trustees is all that is required to convert the usage of funds to the modality we have requested.

We look forward to your feedback and support.

050403

George Mason University Foundation, Inc. BBT

Memorandum of Understanding

FIRST VIRGINIA BANK FACULTY FELLOWSHIP ENDOWMENT

This Memorandum of Understanding between First Virginia Bank (hereinafter "Donor") and the George Mason University Foundation, Inc. (Foundation) constitutes an agreement regarding the establishment and use of funds contributed to the First Virginia Bank Faculty Fellowship Endowment.

First Virginia Bank is the largest and oldest bank holding company headquartered in Virginia, with a long-standing commitment to the communities it serves. This commitment is at the core of its more than 20 years of partnership with George Mason University in promoting and sustaining higher education.

The First Virginia Bank Faculty Fellowship Endowment will help attract and retain outstanding faculty in the School of Management by enabling emerging faculty members to pursue research or professional development activities in management of financial resources.

Appointments to the First Virginia Bank Faculty Fellowship will be made by George Mason University in accordance with its established policies for the appointment of faculty fellows.

It is the intent of the Donor that the gift be established as an endowment fund with the restriction that funds designated to the endowment be held in perpetuity with only the income distributed according to the policies of the George Mason University Foundation for eminent scholar use. The First Virginia Bank Faculty Fellowship Endowment is established to attract or retain an eminent scholar with the intent to qualify for matching funds from the Virginia Eminent Scholars program.

Should circumstances within George Mason University change to the extent that the purpose for which this endowment has been established is no longer existent, then under the direction of the Board of Trustees of the George Mason University Foundation, Inc. the income shall be used for a purpose as closely related to the original intent of the Donor as possible.

4400 University Drive, MSN 1A3 • Fairfax, Virginia 22030-4444 • (703) 993-8850 telephone • (703) 993-8851 facsimile

The faculty fellowship endowment will be maintained and managed under the established policies of the George Mason University Foundation, Inc.

The First Virginia Bank Faculty Fellowship Endowment was initiated with a first payment of $50,000 in February 2001. To fund the endowment to $250,000, it is the intent of the Donor that additional payments of $50,000 will be made annually for the next five years.

If the fund does not reach the endowment level of $250,000 by June 30, 2005, the trustees of the George Mason University Foundation, Inc. reserve the right, after consultation with the Donor if possible, to expend all funds received according to the criteria in this Memorandum of Understanding.

Michael G. Anzilotti — Date 3-5-01
President and Chief Executive Officer
First Virginia Bank, ~~Inc~~.

Judith Marshall Jobbitt — Date 3-6-2001
President
George Mason University Foundation, Inc.

Distribution of originals:
George Mason University Foundation, Inc.
First Virginia Bank, ~~Inc~~.
Office of the Provost

George Mason University Foundation, Inc.

Addendum

This addendum to the Memorandum of Understanding dated March 2001 between the George Mason University Foundation and First Virginia Bank formalizes the name change of the First Virginia Bank Faculty Fellowship Endowment.

It is agreed that the First Virginia Faculty Fellowship Endowment will be renamed the BB&T Faculty Fellowship Endowment.

BB&T agrees to fulfill the pledge initiated in February 2001 by First Virginia Bank by June 2005. First Virginia Bank was purchased by BB&T in 2003.

Lakeisha J. Lawton — 8-23-2004

Lakeisha J. Lawton — Date
Charitable Giving Manager
Branch Banking & Trust Company (BB&T)

Judith M. Jobbitt — 8-12-2004

Judith Marshall Jobbitt — Date
President
George Mason University Foundation, Inc.

4400 University Drive, MSN 1A3 • Fairfax, Virginia 22030-4444 • (703) 993-8854 telephone • (703) 993-8851 facsimile

070021

George Mason University Foundation, Inc.

Law

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 20th day of July, 1990 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the George Mason University Foundation Chairs of Law Eminent Scholars Endowment Fund in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the GMUF Chairs of Law Endowment Fund are to be held in the George Mason University Foundation, Inc. The purpose of this account is to establish an endowment fund to be known as the GMUF Chairs of Law.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the GMUF Chairs of Law account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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Mr. Otis D. Coston, Jr., Treasurer
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Mr. James W. Todd
Mr. Carrington Williams
Mr. Earle C. Williams
Mr. John C. Wood
Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

090004

1st American

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 20th day of July, 1990 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the First American Bank Chair Endowment account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the First American Bank Chair account to be held in the George Mason University Foundation, Inc. The purpose of this account is to establish an endowment fund to be known as the First American Chair.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the First American Chair account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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Mr. James W. Todd
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Mr. John C. Wood
Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

1ST AMERICAN
FIRST AMERICAN BANK OF VIRGINIA

Milton L. Drewer, Jr.
President and Chief Executive Officer

December 14, 1983

Dr. George W. Johnson
President
George Mason University
4400 University Drive
Fairfax, Virginia 22030

Dear George:

It is with a great deal of pride and pleasure that I wish to advise you that the Board of Directors of First American Bank of Virginia has approved a grant to George Mason University in association with the Eminent Scholars Program. The Board has authorized the sum of $100,000.00 to the University provided matching funds are secured from other sources. If such is in accordance with your program we anticipate making a payment of $50,000.00 in 1984 and a like amount in 1985.

We want you to know how happy we are to participate in this outstanding program. We all feel that George Mason University is a credit to the Commonwealth of Virginia and more especially to the Northern Virginia area and we consider it a privilege to lend our support.

Sincerely,

Milt Drewer

Telephone 703/821-7777 Telex 89-9169

090005

BDM

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 20th day of July, 1990 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the BDM International, Inc., Professorship in Information Systems account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the BDM Professorship account are to be held in the George Mason University Foundation, Inc. The purpose of this account is to provide funding for recruiting professionals in the Information Systems and related disciplines.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the BDM Professorship account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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Mr. C. Hunton Tiffany
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Mr. Carrington Williams
Mr. Earle C. Williams
Mr. John C. Wood
Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

090006

Dunn

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 20th day of July, 1990 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Bernard J. Dunn Eminent Scholar Endowment account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Dunn Eminent Scholar account are to be held in the George Mason University Foundation, Inc. The purpose of this account is to establish a named professorship in Physics, Engineering, Computer Science, or related technology.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the Dunn Eminent Scholar account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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Mr. Dwight Schar
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Hon. Arthur W. Sinclair
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Dr. Lorin A. Thompson

Mr. C. Hunton Tiffany
Mr. James W. Todd
Mr. Carrington Williams
Mr. Earle C. Williams
Mr. John C. Wood
Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

Route 1, Box 157
Middleburg, VA 22117
November 26, 1985

By Courier

RECEIVED
DEC 2 1985
OFFICE OF THE DIRECTOR OF DEVELOPMENT

J. T. Hazel, Jr., Esquire
President
George Mason University Foundation
4400 University Drive
Fairfax, VA 22030

Dear Til:

Because of the outstanding academic progress and improvement demonstrated by George Mason University in recent years, I have decided to make a $100,000 personal contribution to the George Mason University Foundation for the purpose of establishing a named professorship in Physics, Engineering, Computer Science, or related technology. Enclosed are six certificates with signed stock powers attached, representing 4,200 shares of Class B Common Stock of BDM International, Inc., valued at about $100,000. These shares may be converted at any time for Class A Common Stock of the Company on a share-for-share basis, and I would recommend that when these shares are placed in the name of the Foundation, you request that this conversion be made immediately. Class A shares enjoy a larger cash dividend than do the Class B shares (declaration date February 26, 1986), and they are traded on the American Stock Exchange.

Please advise me in the event of any proposed sales of BDM shares by the Foundation within two years after the date of this donation, since I am advised by legal counsel that I will need that information to assure compliance with certain legal requirements arising from my position as an officer of the Company.

I am very impressed by the continued strong advances made by George Mason University in its aspiration to be a center of academic excellence. I am pleased to be able to participate in this process by making this contribution.

Sincerely,

Bernard J. Dunn

Bernard J. Dunn, Ph.D.

BJD/njk

Enclosures: a/s

cc: Dr. George W. Johnson, President, GMU
Mr. Earle C. Williams

GEORGE MASON UNIVERSITY

School of Business

Enterprise Hall, 4400 University Drive, MS 1B1, Fairfax, Virginia 22030

Phone: 703-993-1880; Fax: 703-993-1867

Pledge Agreement

Name: ECS Mid Atlantic, LLC

Contact: LEO J. TITUS, JR., P.E., President

Address: ECS Mid Atlantic, LLC
14026 Thunderbolt Place, Suite100
Chantilly, VA 20151-3296

Telephone: 703-471-8400 Email: ltitus@ecslimited.com

Purpose: Center for Real Estate Entrepreneurship

ECS Mid-Atlantic intends to make payments in satisfaction of a pledge for $30,000 according to the following payment schedule:

Payment 1	$10,000	on or before	December 30, 2015
Payment 2	$10,000	on or before	December 30, 2016
Payment 3	$10,000	on or before	December 30, 2017

Checks should be made out to the **George Mason University Foundation** (memo: Center for Real Estate Entrepreneurship) and should be mailed to: Eleanor Weis, 4400 University Drive, MS 1B1, Fairfax, VA 22030

Donor Signature: _____ Date: 8/25/15

GEORGE MASON UNIVERSITY
FOUNDATION

4400 University Drive, MS 1A3
Fairfax, Virginia 22030
Phone: 703-993-8850
Fax: 703-993-2018

June 7, 2016

Mr. Robert Kettler
Founder, Chairman and CEO
Kettler, Inc.
1751 Pinnacle Drive, Suite 700
McLean, VA 22102

Dear Mr. Kettler:

Thank you for your ongoing support for George Mason University (University). This letter of intent confirms your wishes and the details of the proposed amendment to your gift. Your original pledge, dated April 29, 2013, established the Kettler Scholars Fund. The original purpose of this $250,000 pledge was to promote applied research on topics relating to multi-family housing in the Washington, D.C. metropolitan area by providing financial support to doctoral students, post-doctoral researchers, and faculty seeking to write and disseminate research in this area. We understand that you now wish to broaden the purpose of this gift such that the Center for Regional Analysis may spend the funds on a discretionary basis, in the areas of greatest need as designated by the Center's Director. No additional changes will be made to the amount or terms of the pledge.

Your generous commitment is being fulfilled through annual installments of $50,000 which began on May 10, 2013. The final installment is scheduled for March 31, 2017. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is determined by the Board of Trustees of the Foundation and is currently six percent (6%). In recognition of your generosity the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

I want to thank you again for your exceptional support of the Center for Regional Analysis at George Mason University. If the above information accurately reflects your intent, please sign and date this letter in the signature block below and return one original copy to me. Should you have any questions regarding your gift this proposed amendment, please feel free to contact me at 703-993-8764.

With gratitude,

James J. Laychak, '83
Associate Vice President, University Advancement and Alumni Relations

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

6.7.16
Mr. Robert Kettler, Kettler, Inc. Date

Accepted for the George Mason University Foundation, Inc. by:

for Janet Bingham 06.14.2016
Janet Bingham, PhD Date
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

Accepted for George Mason University by:

6/9/2016
Jennifer Wagner Davis Date
Senior Vice President for Administration and Finance

NON-ENDOWED PROGRAM

George Mason University Foundation, Inc.

GRANT AGREEMENT ESTABLISHING THE
Terrorism, Transnational Crime and Corruption Center (TraCCC) Fellowship Fund

PARTIES

This confidential Agreement is by and between Philip Morris International Management, S.A., hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money contributed by the DONOR and deemed acceptable by the FOUNDATION; and it is mutually agreed that these grants shall be used to establish the **Terrorism, Transnational Crime and Corruption Center (TraCCC) Fellowship Fund,** hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide supplemental support such as tuition reimbursement, a stipend, summer salary or health insurance for a period of up to two years to selected advanced-level graduate research assistants in the Terrorism, Transnational Crime and Corruption Center (TraCCC) whose research focuses on illicit trade and counterfeiting. Recipients will be graduate students pursuing a Ph.D. in Public Policy, and candidates should have completed all coursework, and be prepared to actively engage in research activities. Recipients will qualify on the basis of academic merit and ability to conduct top quality research, and must be full-time students. Recipients may be either in- or out-of-state students, or may be an international student who is not a U.S. citizen. This student support is renewable, but candidates must reapply for consideration. Recipients will be chosen by the Director of the Terrorism, Transnational Crime and Corruption Center (TraCCC) in consultation with the School of Public Policy's Dean.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Christian Swan
   Manager Regulatory Policy ITS&P
   Philip Morris International
   Avenue De Rhodanie 50
   1007 Lausanne
   Switzerland
   41 (58) 242 45 74
   Christian.Swan@pmi.com

2. For the purposes of acknowledgements, reporting and daily operational matters, UNIVERSITY shall be represented by:

   Dr. Louise Shelley
   Director, Terrorism, Transnational, Crime and Corruption Center (TraCCC)
   University Professor, School of Public Policy
   George Mason University
   3351 Fairfax Drive MS3B1, Rm. 712
   Arlington, VA 22201
   U.S.A.
   (703) 993-9749

3. For the purposes of acknowledgements, reporting and daily operational matters, FOUNDATION shall be represented by:

   David Roe
   Chief Operating Officer
   George Mason University Foundation
   4400 University Drive, MS 1A3
   Fairfax, VA 22030
   U.S.A.
   (703) 993-8738

4. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   - **Philip Morris International Management, S.A.**

5. DONOR will be recognized for this grant for the academic years 2013-14 and 2014-15 consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the grant. DONOR shall have the right to publicize its role in establishing and funding the FUND, including in relation to the publication of research findings by the TraCCC, conferences hosted by the TraCCC, and conferences in which a representative of the TraCCC is a participant. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY, except for the use of UNIVERSITY's or FOUNDATION's logo/crest to which the UNIVERSTY and FOUNDATION agree.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make grants to the FOUNDATION between now and December 31, 2014, totaling USD $100,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's grants as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $100,000 pledge according to the following payment schedule:

Payment 1	USD $50,000	on or before December 31, 2013
Payment 2	USD $50,000	on or before December 31, 2014

3. The Contribution funds shall be transferred to the following bank account of the FOUNDATION:

   Account Name: George Mason University Foundation Receipt Account
   Account Holder Address: 4400 University Drive MSN 1A3, Fairfax, VA 22030
   Account #: 004327-0733
   ABA/Routing #: 056004445
   Bank Name: United Bank
   Bank Address: 11185 Main Street, Fairfax, VA 22030
   Bank Phone: 703.219.4850
   Bank Contact: Kista Fleming, VP, Area Manager

4. The DONOR does not intend to satisfy this pledge with recommended payments from a donor-advised fund or a private foundation.

5. The FUND shall be used solely to further the objective as stated above.

6. DONOR's grant is not given in expectation of any favor in return from the UNIVERSITY or the FOUNDATION, or to influence the future conduct of the UNIVERSITY or the FOUNDATION.

7. The UNIVERSITY and the FOUNDATION warrant that they comply, and grant the scholarship in compliance, with the George Mason University Foundation Code of Ethics, a copy of which is attached as Addendum A, reflecting the highest ethical standards, as well as the UNIVERSITY's and the FOUNDATION's policies and, where applicable, U.S. anti-bribery provisions.

8. In carrying out its responsibilities under this Agreement, FOUNDATION (and any person representing or acting at the behest of FOUNDATION) shall not pay or give, offer or promise to pay or give, or authorize the promise, payment or giving directly or indirectly of any monies or anything of value (whether in the form of compensation, gift, contribution or otherwise) to a foreign (a) customer (b) political party, (c) candidate for political office, (d) official of a political party, (e) official of any public international organization, or (f) any government official or employee (collectively, a "Covered Person") or (g) any third party with knowledge that such money or thing of value will be transferred to a Covered Person, for the purpose of influencing any act or decision of such Covered Person in his or her official capacity, inducing such Covered Person to do or not to do an act in violation of lawful duty, or securing any improper advantage. In addition, FOUNDATION shall either: (1) exclude United States federal, state, and local government officials as FUND recipients; or (2) require that such officials obtain an advisory opinion as a prerequisite for receipt of monies from the FUND pursuant to relevant federal and state regulations, 5 C.F.R. § 2635.204 and Virginia Code Ann. § 2.2-3121, respectively. For the purposes hereof "government" means any governmental organization or entity of any kind or nature, including without limitation any department, division, subdivision, agency, or other instrumentality of a government and any corporation, partnership, joint venture, or other entity in which a governmental entity holds a controlling interest.

9. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, grants received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

10. This Agreement shall be binding upon the DONOR and DONOR's assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

11. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

12. This Agreement shall not be modified or amended except by an agreement in writing signed by DONOR, the UNIVERSITY, and the FOUNDATION.

13. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President, the UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resemble(s) the purpose(s) set out in this original Agreement.

14. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

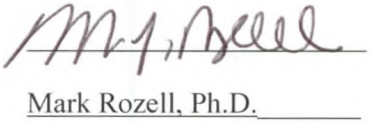
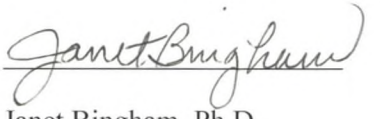
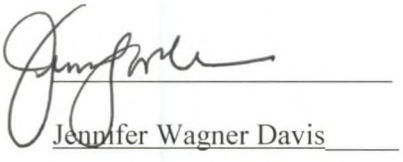
15. The Parties hereby consent and submit to the non-exclusive jurisdiction of the Federal and state courts in the Commonwealth of Virginia in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated herein.

This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement. IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officers, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this _____ day of _____, 2013.

Philip Morris International Management SA

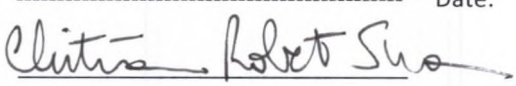
Signature:	_____	Signature:	_____
Name:	Artyom Chernis	Name:	Christian Swan
Title:	Vice President ITS&P	Title:	Manager ITS&P
Date:	_____	Date:	_____

George Mason University

Signature:		Signature:	
Name:	Mark Rozell, Ph.D.	Name:	Janet Bingham, Ph.D.
Title:	Acting Dean, School of Public Policy	Title:	Vice President, George Mason University President, George Mason University Foundation
Date:	11/18/13	Date:	11/19/13
Signature:		Signature:	
Name:	Jennifer Wagner Davis	Name:	Dr. Louise Shelley
Title:	Senior Vice President Administration and Finance	Title:	Director, Terrorism, Transnational Crime & Corruption Center (TRACC)
Date:	11-12-2013	Date:	11/19/13

This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement. IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officers, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this _____ day of _____, 2013.

Philip Morris International Management SA

Signature:		Signature:	
Name:	**Artyom Chernis**	Name:	**Goekhan Aladag**
Title:	Vice President ITS&P	Title:	Director ITS&P Gov. Aff. & Reg.
Date:	6. 11. 13	Date:	6. 11. 2013
Signature:			
Name:	**Christian Swan**		
Title:	Manager Regulatory Policy		
Date:	November 5, 2013		

George Mason University

Signature:	_____	Signature:	_____
Name:	**Mark Rozell, PhD**	Name:	**James J.**
Title:	Actin Dean – School of Public Policy	Title:	Associate vice President – Development and Alunni Relations
Date:	----------	Date:	----------
Signature:	_____	Signature:	_____
Name:	**Jennifer Wagner Davis**	Name:	**Dr. Louise Shelley**
Title:	Senior Vice President – Administration and Finance	Title:	Director Terrorism, Transnational, Crime & Corruption Center (TRACC)
Date:	----------	Date:	----------

George Mason University Foundation, Inc.

Signature: ----------

Name: **David A. Roe**

Title: President

Date: ----------

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Dean, School of Public Policy, George Mason University
Office of Student Financial Aid, George Mason University

ADDENDUM A

George Mason University Code of Ethics

Code of Ethics

Members of the George Mason University community aspire to the following principles and values:

1. We perform our public responsibilities, services and activities ethically, competently, efficiently and honestly, in keeping with University policy and applicable law. We expect that all necessary and proper controls safeguarding public resources are in place and observed, with periodic auditing of functions and departments by the State Auditor of Public Accounts and/or the University's Internal Audit and Management Services.

2. We do not accept any favor, loan, service, business or professional opportunity from anyone knowing that it is offered in order to improperly influence the performance of our public duties, or when acceptance thereof may reasonably be perceived as an impropriety in violation of University policy or state law. University procurements of goods or services are undertaken only by authorized personnel and, when competitive principles apply, decisions are made impartially and objectively in accordance with established policy and state law.

3. We preserve and respect the confidentiality of University records, including personnel and student records. We do not externally disclose confidential records or other nonpublic information without appropriate authorization, and any confidential record or information we access as a result of our position or duty is neither exploited for personal benefit nor misused for any unauthorized purpose.

4. We are committed to the principles of federal and state law guaranteeing equal opportunity and nondiscrimination with respect to University services, programs, activities and employment, and we support an environment that respects the rights and opinions of all people. Complaints of discrimination, harassment and retaliation are investigated and when warranted appropriate corrective action is taken and disciplined in accordance with State and University policy and applicable law.

5. Our communications on behalf of the University with all persons, including co-employees, clients, customers, students, guests and vendors, are conducted professionally and with civility.

6. We do not condone dishonesty in any form by anyone, including misuse of University funds or property, fraud, theft, cheating, plagiarism or lying. We encourage and expect reporting of any form of dishonesty, and our managers and supervisors to appropriately investigate such reports. We also expect that the police and/or State Auditor of Public Accounts will be notified when circumstances reasonably indicate fraud or theft of University funds.

7. We strive for continuous improvement in our performance of public duties for the University.

8. We bring to the attention of supervisors and managers, the University auditor or other responsible University office, any violation of these principles or circumstances reasonably indicating that a violation has occurred or may occur. Such reporting in good faith in order to promote the ethical integrity of operations is expected and encouraged by the University, and retaliation by any University employee as a result against the person making such good faith report shall be subject to disciplinary action. We appropriately investigate all such reports and, when warranted by the facts, require corrective action and discipline in accordance with State and University policy and state law.

Selected References:

Code of Virginia §2.2-3100, et seq. - Conflict of Interest Act.
University Policy Number 4007 – Misconduct in Research and Scholarship.
University Policy Number 4010 – Financial Conflicts of Interest in Federally-Funded Research.
University Administrative Policies – Series 2100 – Financial.
University Policy Number 4001 – Financial Conflicts of Interest in University Contracts with Businesses.
University Policy Number 4005 – Cost Transfer Policy.
University Policy Number 1114 – Data Stewardship
University Policy Number 1301 – Responsible Use of Computing
State Policy 1.60 – Standards of Conduct

Administrative/Professional Faculty Handbook – Section IV. Compensation Policies
Classified Employee Handbook
Faculty Handbook – 2.10 Faculty Duties and Responsibilities.
American Association of University Professors – Statement on Professional Ethics.

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GEORGE MASON UNIVERSITY
FOUNDATION

GIFT AGREEMENT CONTRIBUTING TO THE
CENTER FOR TRANSPORTATION PUBLIC-PRIVATE PARTNERSHIP POLICY

PARTIES

This confidential Agreement is by and between Cintra US Holding Corporation, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

The DONOR believes that the private development of infrastructure brings value to the society by more efficient investments which are better fitted to their ultimate purpose, providing better client service and fostering more community participation and the DONOR also believes that public private partnerships can help public decision makers to make wiser decisions.

The DONOR further believes that the public private partnership industry faces an uphill battle for public opinion and recognizes that myths and half-truths proliferate in the public consciousness, hardening into widely-held misconceptions but that independent, strong and well-structured academic research is one of the best methods of combatting these misconceptions.

The DONOR recognizes that the UNIVERSITY's Center for Transportation Public-Private Partnership Policy is a reputable academic institution, which can advance research and knowledge in this field and the DONOR is willing to contribute to the FUND with the purpose of providing operational support for the FUND as the FUND seeks to advance the optimal realization of public private partnerships in the U.S. infrastructure market.

Inasmuch as the DONOR wishes to contribute to the Center for Transportation Public-Private Partnership Policy (the FUND), the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION and it is mutually agreed that these gifts shall be allocated to the FUND, to be administered pursuant to the terms set forth herein.

The purpose of the FUND is to provide operational support for the Center for Transportation Public-Private Partnership Policy. The Center and its partners seek to advance the optimal realization of public-private partnerships in the U.S. infrastructure market.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

Ricardo Sanchez
Cintra US
9600 Great Hills Trail, Suite 250E
Austin, TX 78759 (512) 637-8530
nrubio@cintra.us

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

    - **Cintra ~~US~~**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and August 31, 2016 totaling $50,000. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gift as specified above to accomplish the objective of the FUND.

2. The DONOR will make two payments in satisfaction of this pledge, each for $25,000 on or before August 31, 2015 and August 31, 2016.

3. The FOUNDATION represents and warrants that it has received written approval from the Internal Revenue Service, the IRS, that the IRS has granted 501(c)(3) status to the FOUNDATION, the APPROVAL, and as of the date of this agreement, such APPROVAL has not been revoked.

4. The DONOR does not intend to satisfy this pledge with recommended payments from a donor advised fund or a private foundation.

5. The FUND shall be used solely to further the objective stated in the Preamble above.

6. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

7. This Agreement shall be binding upon the DONOR, the DONOR's successors and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

8. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

9. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is available and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement. The FOUNDATION shall promptly notify the DONOR of such new objective(s) in writing and in any case prior to the DONOR making any payment referenced in Section 2 above. If such new objective(s) are not sufficiently similar to the purposes set out herein in the sole discretion of the DONOR, then the DONOR may terminate this Gift Agreement with immediate effect and with no further obligation hereunder, including without limitation the obligation to make further payments.

10. The UNIVERSITY and the FOUNDATION acknowledges that Cintra is indirectly and wholly owned by

Ferrovial S.A., which has established an Anti-Corruption Policy (the "**Ferrovial Anti-Corruption Policy**") for it and all of its direct and indirect subsidiaries. The Consultant acknowledges that it has received, reviewed and that it understands the Ferrovial Anti-Corruption Policy. Furthermore the Consultant agrees to all of the terms and conditions, acknowledges all of its representations and warranties, undertakes all of its covenants and obligations and acknowledges all of the rights set out on Attachment A.

11. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

12. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

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IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 9th day of November 2015.

Nicolas Rubio
President, Cintra US Holding Corporation
Donor

By: _____
Mark J. Rozell, Acting Dean
School of Policy, Government, and International Affairs
George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: _____, for Janet Bingham
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Dean, School of Policy, Government, and International Affairs, George Mason University

GEORGE MASON UNIVERSITY
FOUNDATION

INTENT TO CONTRIBUTE
TO THE
CENTER FOR TRANSPORTATION PUBLIC-PRIVATE PARTNERSHIP POLICY
ESTABLISHING THE
MASON NVTC FELLOWS PROGRAM

PARTIES

This confidential Agreement is by and between the Northern Virginia Transportation Commission, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, which is contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be allocated to the Center for Transportation Public-Private Partnership Policy and used to establish the NVTC Fellows Program, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the Mason NVTC Fellows Program, within the Center for Transportation Public-Private Partnership Policy, which will initially support up to two transit fellows annually. These fellows will conduct ongoing research on the impact of public transit in urban areas on local economies and quality of life. Fellows will be chosen by a committee appointed by the Dean of the School of Policy, Government, and International Affairs. This award of support is renewable.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Ms. Kate Mattice
   Northern Virginia Transportation Commission
   2300 Wilson Boulevard, Suite 620
   Arlington, VA 22201
   (703) 524-3322
   katemattice@nvtc.org

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   Northern Virginia Transportation Commission

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR intends to provide up to $30,000 for the program FUND. Support will be provided through reimbursement of wages, stipends, and expenses for up to two transit fellows per year. The School of Policy, Government, and International Affairs and Center for Transportation Public-Private Partnership Policy will be solely responsible for submitting documentation necessary for reimbursement from DONOR. If, at any time, the DONOR opts to discontinue funding, the program will also be discontinued and the School of Policy, Government, and International Affairs and Center for Transportation Public-Private Partnership Policy will be responsible for any outstanding expenses due to fellows.

2. The FUND shall be used solely to further the objective as stated above.

3. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

4. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

5. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

6. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, hereby have caused this Agreement to be duly executed this 11 day of 9, 2015.

Kelley Coyner
Executive Director
Northern Virginia Transportation Commission
Donor

By: _____
Mark J. Rozell, Acting Dean
School of Policy, Government, and International Affairs
George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: _____, for Janet Bingham
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Dean, School of Policy, Government, and International Affairs, George Mason University

GEORGE MASON UNIVERSITY
FOUNDATION

GIFT AGREEMENT SUPPORTING THE
Center for Transportation Public-Private Partnership Policy

PARTIES

This confidential Agreement is by and between NEXCO-Central, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to support the Center for Transportation Public-Private Partnership Policy, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of this gift is to create the NEXCO-Central Fellowship within the Center for Transportation Public Private Partnerships. Fellowship recipients will be graduate students pursuing a PhD in Public Policy, and may be either full or part-time, in or out-of-state. Recipients will qualify on the basis of academic merit and financial need. The fellowship may be renewable.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Hidemitsu Yumoto
   Manager, International Affairs Team
   NEXCO-Central
   2-18-19 Nisiki Naka-ku, Nagoya City
   Aichi Prefecture 460-0003, Japan
   +81-52-222-1348
   h.yumoto.aa@c-nexco.co.jp

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   NEXCO-Central

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY-wide publication of the gift. Should the DONOR wish to engage in additional

publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and March 1, 2017 totaling $82,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $82,000 pledge according to the following payment schedule:

Payment 1	$41,000 on or before March 1, 2016
Payment 2	$41,000 on or before March 1, 2017

3. The DONOR does not intend to satisfy this pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of six percent (6%). This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement shall be binding upon the DONOR, the DONOR's successors and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

7. Award recipients will be selected by a committee appointed by the Director of the Center for Transportation Public-Private Partnership Policy.

8. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

9. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

10. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

11. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 29th day of March, 2016.

By: _____

Yoshihito MIYAIKE
President and CEO
NEXCO-Central
Donor

By: _____
Mark J. Rozell
Acting Dean, School of Policy, Government, and International Affairs
George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: _____
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Acting Dean, School of Policy, Government, and International Affairs, George Mason University

GEORGE MASON UNIVERSITY
FOUNDATION

4400 University Drive, MS 1A3
Fairfax, Virginia 22030
Phone: 703-993-8850
Fax: 703-993-2018

February 6, 2018

Mr. Yoshihito Miyaike
President and Chief Executive Officer
NEXCO-Central
2-18-19 Nisiki Naka-ku
Nagoya, Aichi Prefecture 460-0003
JAPAN

Dear Mr. Miyaike:

Thank you for NEXCO-Central's thoughtful decision to support George Mason University (University). This letter of intent confirms your wishes and the details of your pledge. Your pledge of $124,000 will be made to George Mason University Foundation, Inc. (Foundation) to support the Center for Transportation Public-Private Partnership Policy (Fund). The purpose of this gift is to continue the NEXCO-Central Fellowship within the Center for another two years.

Your generous commitment will be fulfilled through two annual installments of $62,000 beginning on or before May 15, 2018. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is determined by the Board of Trustees of the Foundation and is currently six percent (6%). In recognition of your generosity the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

I want to thank you again for your support of George Mason University. If the above information accurately reflects your intent, please sign and date this letter in the signature block below and return one original copy to me. Should you have any questions regarding your pledge please feel free to contact me at 703-993-4035 or via e-mail at zsmith@gmu.edu.

With gratitude,

Zavin Smith
Director of Development and Alumni Relations
Schar School of Policy and Government

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

Mr. Yoshihito Miyaike
President and Chief Executive Officer, NEXCO-Central

3/15/2018
Date

Accepted for the Schar School of Policy and Government:

2/20/18

Mark J. Rozell — Date
Dean, Schar School of Policy and Government

Accepted for the George Mason University:

2/8/2018

Jennifer Wagner Davis — Date
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

02-08-2018

Janet Bingham, PhD — Date
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

GEORGE MASON UNIVERSITY

Schar School of Policy and Government

3351 Fairfax Drive, MS 3B1, Arlington, Virginia 22201
Phone: 703-993-2280; Fax: 703-993-8215

April 12, 2017

Brookfield Management Washington LLC
Mr. Bob Hubbell
3201 Jermantown Road
Suite 150
Fairfax, VA 22030-2875

Dear Mr. Hubbell:

Thank you for your gift to the George Mason University Schar School of Policy and Government's Stephen S. Fuller Institute Fund. Your support provides essential and immediate resources for our highest priorities, and we are extremely grateful for your generosity. This letter of intent confirms your wishes and the details of your gift. Your gift of $7,500.00 will be made to George Mason University Foundation, Inc. (Foundation) to support the Stephen S. Fuller Institute Fund (Fund).

Your contribution to the Stephen S. Fuller Institute recognizes the great things that our alumni and friends can do to further the successes of our students and faculty. We are looking forward to working with you as we continue to consistently monitor regional issues and the economy, to be able to identify critical conditions and trends impacting the future vitality of the Washington region's economy.

The Stephen S. Fuller Institute is the premier source for information and analysis of Greater Washington's regional economy. The Institute's research is designed to help regional leaders anticipate changes in the economy's direction and other changes that will impact the economy's vitality.

Your generous commitment will be fulfilled through three (3) installments of $2,500.00. Thank you for your first installment of $2,500.00 on December 30, 2016. Your next installment of $2,500.00 is due on or before December 31, 2017. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is three percent (3%).

In recognition of your generosity, the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

The Schar School of Policy and Government brings together eager minds, world-class academic scholars, and public intellectuals striving to create a brighter future. As a regional leader and a nationally recognized institution, the School is proud to provide an environment that provides useful research for the community and shapes leaders who advance the public good.

We want to thank you again for your support of George Mason University. If the above information accurately reflects your intent, please sign, date this letter in the signature block, and return one original copy to Zavin R. Smith, Director of Development and Alumni Relations, Schar School of

Policy and Government. Should you have any questions regarding your gift please feel free to contact Zavin at zsmith@gmu.edu or 703-993-4035.

We are forever grateful for your generosity. Your gift is an investment in all of the wonderful students at Schar School of Policy and Government and it truly does make a difference.

With Gratitude,

Mark J. Rozell
Dean
Schar School of Policy and Government

Stephen S. Fuller
Director
Stephen S. Fuller Institute

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

5/11/17
Date

Brookfield Management Washington LLC
Mr. Bob Hubbell
President

Accepted for the George Mason University:

4-23-2017
Date

Jennifer Wagner Davis
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

04.20.2017
Date

Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

GEORGE MASON UNIVERSITY

Schar School of Policy and Government

3351 Fairfax Drive, MS 3B1, Arlington, Virginia 22201
Phone: 703-993-2280; Fax: 703-993-8215

April 12, 2017

K. Hovnanian Homes
Mr. Gary Chandler
4090 Lafayette Center
Suite A
Chantilly, VA 20151-1244

Dear Mr. Chandler:

Thank you for your gift to the George Mason University Schar School of Policy and Government's Stephen S. Fuller Institute Fund. Your support provides essential and immediate resources for our highest priorities, and we are extremely grateful for your generosity. This letter of intent confirms your wishes and the details of your gift. Your gift of $7,500.00 will be made to George Mason University Foundation, Inc. (Foundation) to support the Stephen S. Fuller Institute Fund (Fund).

Your contribution to the Stephen S. Fuller Institute recognizes the great things that our alumni and friends can do to further the successes of our students and faculty. We are looking forward to working with you as we continue to consistently monitor regional issues and the economy, to be able to identify critical conditions and trends impacting the future vitality of the Washington region's economy.

The Stephen S. Fuller Institute is the premier source for information and analysis of Greater Washington's regional economy. The Institute's research is designed to help regional leaders anticipate changes in the economy's direction and other changes that will impact the economy's vitality.

Your generous commitment will be fulfilled through three (3) installments of $2,500.00. Your first installment of $2,500.00 is due on or before June 30, 2017. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is three percent (3%).

In recognition of your generosity, the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

The Schar School of Policy and Government brings together eager minds, world-class academic scholars, and public intellectuals striving to create a brighter future. As a regional leader and a nationally recognized institution, the School is proud to provide an environment that provides useful research for the community and shapes leaders who advance the public good.

We want to thank you again for your support of George Mason University. If the above information accurately reflects your intent, please sign, date this letter in the signature block, and return one original copy to Zavin R. Smith, Director of Development and Alumni Relations, Schar School of

Policy and Government. Should you have any questions regarding your gift please feel free to contact Zavin at zsmith@gmu.edu or 703-993-4035.

We are forever grateful for your generosity. Your gift is an investment in all of the wonderful students at Schar School of Policy and Government and it truly does make a difference.

With Gratitude,

Mark J. Rozell
Dean
Schar School of Policy and Government

Stephen S. Fuller
Director
Stephen S. Fuller Institute

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

K. Hovnanian Homes
Mr. Gary Chandler
Division President

5/19/17
Date

Accepted for the George Mason University:

Jennifer Wagner Davis
Senior Vice President for Administration and Finance

4-23-2017
Date

Accepted for the George Mason University Foundation, Inc.:

Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

04.20.2017
Date

GEORGE MASON UNIVERSITY

Schar School of Policy and Government

3351 Fairfax Drive, MS 3B1, Arlington, Virginia 22201
Phone: 703-993-2280; Fax: 703-993-8215

April 12, 2017

Van Metre Companies
Mr. Richard Rabil
9900 Main Street
Suite 500
Fairfax, VA 22031-3907

Dear Mr. Rabil:

Thank you for your gift to the George Mason University Schar School of Policy and Government's Stephen S. Fuller Institute Fund. Your support provides essential and immediate resources for our highest priorities, and we are extremely grateful for your generosity. This letter of intent confirms your wishes and the details of your gift. Your gift of $15,000.00 will be made to George Mason University Foundation, Inc. (Foundation) to support the Stephen S. Fuller Institute Fund (Fund).

Your contribution to the Stephen S. Fuller Institute recognizes the great things that our alumni and friends can do to further the successes of our students and faculty. We are looking forward to working with you as we continue to consistently monitor regional issues and the economy, to be able to identify critical conditions and trends impacting the future vitality of the Washington region's economy.

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Your generous commitment will be fulfilled through three (3) installments of $5,000.00. Thank you for your most recent installment of $10,000.00 on January 12, 2017. Your last installment of $5,000.00 is due on or before December 31, 2018. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is three percent (3%).

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With Gratitude,

Mark J. Rozell
Dean
Schar School of Policy and Government

Stephen S. Fuller
Director
Stephen S. Fuller Institute

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

5-15-17

Van Metre Companies
Mr. Richard Rabil
Vice Chairman of the Board, President and CEO

Date

Accepted for the George Mason University:

4/23/2017

Jennifer Wagner Davis
Senior Vice President for Administration and Finance

Date

Accepted for the George Mason University Foundation, Inc.:

04.20.2017

Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

Date

GEORGE MASON UNIVERSITY

Schar School of Policy and Government

3351 Fairfax Drive, MS 3B1, Arlington, Virginia 22201
Phone: 703-993-2280; Fax: 703-993-8215

April 12, 2017

M.C. Dean Inc
Mr. Bill Dean
22980 Indian Creek Drive
Sterling, VA 20166-6732

Dear Mr. Dean:

Thank you for your gift to the George Mason University Schar School of Policy and Government's Stephen S. Fuller Institute Fund. Your support provides essential and immediate resources for our highest priorities, and we are extremely grateful for your generosity. This letter of intent confirms your wishes and the details of your gift. Your gift of $30,000.00 will be made to George Mason University Foundation, Inc. (Foundation) to support the Stephen S. Fuller Institute Fund (Fund).

Your contribution to the Stephen S. Fuller Institute recognizes the great things that our alumni and friends can do to further the successes of our students and faculty. We are looking forward to working with you as we continue to consistently monitor regional issues and the economy, to be able to identify critical conditions and trends impacting the future vitality of the Washington region's economy.

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Your generous commitment will be fulfilled through three (3) installments of $10,000.00. Thank you for your first installment of $10,000.00 on October 11, 2016. Your next installment of $10,000.00 is due on or before December 31, 2017. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is three percent (3%).

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With Gratitude,

Mark J. Rozell
Dean
Schar School of Policy and Government

Stephen S. Fuller
Director
Stephen S. Fuller Institute

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

05/15/17

M.C. Dean Inc
Mr. Bill Dean
Chief Executive Officer

Date

Accepted for the George Mason University:

4-23-2017

Jennifer Wagner Davis
Senior Vice President for Administration and Finance

Date

Accepted for the George Mason University Foundation, Inc.:

04-20-2017

Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

Date

GEORGE MASON UNIVERSITY

Schar School of Policy and Government

3351 Fairfax Drive, MS 3B1, Arlington, Virginia 22201
Phone: 703-993-2280; Fax: 703-993-8215

May 19, 2017

Long & Foster Real Estate, Inc.
Mr. Jeff Detwiler
14501 George Carter Way
Chantilly, VA 20151-1787

Dear Mr. Detwiler:

Thank you for your gift to the George Mason University Schar School of Policy and Government's Stephen S. Fuller Institute Fund. Your support provides essential and immediate resources for our highest priorities, and we are extremely grateful for your generosity. This letter of intent confirms your wishes and the details of your gift. Your gift of $30,000.00 will be made to George Mason University Foundation, Inc. (Foundation) to support the Stephen S. Fuller Institute Fund (Fund).

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Your generous commitment will be fulfilled through three (3) installments of $10,000.00. Thank you for your first installment of $10,000.00 on November 08, 2016. Your next installment of $10,000.00 is due on or before December 31, 2017. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is three percent (3%).

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Policy and Government. Should you have any questions regarding your gift please feel free to contact Zavin at zsmith@gmu.edu or 703-993-4035.

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With Gratitude,

Mark J. Rozell
Dean
Schar School of Policy and Government

Stephen S. Fuller
Director
Stephen S. Fuller Institute

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

6/9/17

Long & Foster Real Estate, Inc. — Date
Mr. Jeff Detwiler
President and Chief Operating Officer

Accepted for the George Mason University:

5-23-2017

Jennifer Wagner Davis — Date
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

5.23.17

Janet Bingham, PhD — Date
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

GEORGE MASON UNIVERSITY

Schar School of Policy and Government

3351 Fairfax Drive, MS 3B1, Arlington, Virginia 22201
Phone: 703-993-2280; Fax: 703-993-8215

May 19, 2017

Bozzuto & Associates, Inc.
Mr. Tom Bozzuto
6406 Ivy Lane
Suite 700
Greenbelt, MD 20770-1441

Dear Mr. Bozzuto:

Thank you for your gift to the George Mason University Schar School of Policy and Government's Stephen S. Fuller Institute Fund. Your support provides essential and immediate resources for our highest priorities, and we are extremely grateful for your generosity. This letter of intent confirms your wishes and the details of your gift. Your gift of $15,000.00 will be made to George Mason University Foundation, Inc. (Foundation) to support the Stephen S. Fuller Institute Fund (Fund).

Your contribution to the Stephen S. Fuller Institute recognizes the great things that our alumni and friends can do to further the successes of our students and faculty. We are looking forward to working with you as we continue to consistently monitor regional issues and the economy, to be able to identify critical conditions and trends impacting the future vitality of the Washington region's economy.

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Your generous commitment will be fulfilled through three (3) installments of $5,000.00. Thank you for your first installment of $5,000.00 on February 03, 2017. Your next installment of $5,000.00 is due on or before December 31, 2018. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is three percent (3%).

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With Gratitude,

Mark J. Rozell
Dean
Schar School of Policy and Government

Stephen S. Fuller
Director
Stephen S. Fuller Institute

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

Bozzuto & Associates, Inc. — Date: 6/17/17
Mr. Tom Bozzuto
Chairman & CEO

Accepted for the George Mason University:

Jennifer Wagner Davis — Date: 5-23-2017
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

Janet Bingham, PhD — Date: 5.23.17
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

GEORGE MASON UNIVERSITY

Schar School of Policy and Government

3351 Fairfax Drive, MS 3B1, Arlington, Virginia 22201
Phone: 703-993-2280; Fax: 703-993-8215

April 12, 2017

PulteGroup
Mr. Jarod Blaney
3350 Peachtree Road NE
Atlanta, GA 30326-1039

Dear Mr. Blaney:

Thank you for your gift to the George Mason University Schar School of Policy and Government's Stephen S. Fuller Institute Fund. Your support provides essential and immediate resources for our highest priorities, and we are extremely grateful for your generosity. This letter of intent confirms your wishes and the details of your gift. Your gift of $3,000.00 will be made to George Mason University Foundation, Inc. (Foundation) to support the Stephen S. Fuller Institute Fund (Fund).

Your contribution to the Stephen S. Fuller Institute recognizes the great things that our alumni and friends can do to further the successes of our students and faculty. We are looking forward to working with you as we continue to consistently monitor regional issues and the economy, to be able to identify critical conditions and trends impacting the future vitality of the Washington region's economy.

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With Gratitude,

Mark J. Rozell
Dean
Schar School of Policy and Government

Stephen S. Fuller
Director
Stephen S. Fuller Institute

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

5/24/17
Date

PulteGroup
Mr. Jarod Blaney
Division President - Mid Atlantic

Accepted for the George Mason University:

4-23-2017
Date

Jennifer Wagner Davis
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

04.20.2017
Date

Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

GEORGE MASON UNIVERSITY

Schar School of Policy and Government

3351 Fairfax Drive, MS 3B1, Arlington, Virginia 22201
Phone: 703-993-2280; Fax: 703-993-8215

April 12, 2017

EagleBank
Mr. Ron Paul
7815 Woodmont Avenue
Bethesda, MD 20814-3007

Dear Mr. Paul:

Thank you for your gift to the George Mason University Schar School of Policy and Government's Stephen S. Fuller Institute Fund. Your support provides essential and immediate resources for our highest priorities, and we are extremely grateful for your generosity. This letter of intent confirms your wishes and the details of your gift. Your gift of $30,000.00 will be made to George Mason University Foundation, Inc. (Foundation) to support the Stephen S. Fuller Institute Fund (Fund).

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Mark J. Rozell
Dean
Schar School of Policy and Government

Stephen S. Fuller
Director
Stephen S. Fuller Institute

The above information accurately reflects my plans to support George Mason University through a gift to George Mason University Foundation.

5/7/17

EagleBank
Mr. Ron Paul
Chairman of the Board and CEO

Date

Accepted for the George Mason University:

4-23-2017

Jennifer Wagner Davis
Senior Vice President for Administration and Finance

Date

Accepted for the George Mason University Foundation, Inc.:

04-20-2017

Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

Date

FF 010301

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 2nd day of July, 1990 between George Mushrush, Chairman, Chemistry Department, and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Chemistry Department account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Chemistry Department account are to be held in the George Mason University Foundation, Inc. The purpose of this account is to provide funding for discretionary use of the Chemistry Department.

Procedures

The Chairman, Chemistry Department will be the Project Director of this account in the George Mason University Foundation, Inc. All requests for disbursements from the Chemistry Department account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George Mushrush
Chairman
Chemistry Department

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

FF 010415

Town Creek Foundation

121 N. West Street · Easton, Maryland 21601
Phone: 410.763.8171 · Fax: 410.763.8172
Email: info@towncreekfdn.org
www.towncreekfdn.org

September 20, 2012

Edward Maibach, Professor
Center for Climate Change Communication
George Mason University
4400 University Drive, MS6A8
Fairfax, VA 22030

Dear Dr. Maibach,

I am happy to let you know that the Town Creek Foundation Board of Trustees recently approved a grant of $200,000.00 for the *Maryland Climate Change Communication Coalition* project. We intend for this grant to be used for work to help strengthen and coordinate the work of climate change communicators in the State of Maryland.

This grant is subject to the terms set forth in the enclosed "Letter of Grant Conditions," which explains the responsibilities and expectations regarding the grant and, with this letter, formalizes our grant relationship. Also enclosed is an "Acknowledgment of Contribution" form for you to complete and return for our records for the Internal Revenue Service. On or before January 11, 2013 we would like for you to complete and submit to us an interim report on the progress of your work. In early January we will wish to schedule a meeting to discuss your interim report with you. Finally, we ask that you complete and submit a final report on your work with this grant by October 11, 2013. Interim and Final Grant Reports will be submitted online. Email reminders will be sent prior to their due dates.

Our check for the grant, made out to George Mason University Foundation as fiscal sponsor, is enclosed. Please review the enclosed documents carefully prior to having our check deposited. By depositing the check, you are signifying your agreement to the stated terms and conditions. If you have any questions about the grant or any of the enclosures, please do not hesitate to call.

On behalf of Town Creek Foundation, I want you to know that we are pleased to support the work you are doing. We wish you success as you undertake the efforts outlined in your proposal.

Sincerely,

Stuart A. Clarke
Executive Director

Enclosures: Check# 834
Letter of Grant Conditions
Acknowledgment of Contribution

Letter of Grant Conditions

The following terms and conditions apply to the grant awarded to your organization by the Town Creek Foundation. By depositing the check for the approved grant, your organization signifies its agreement to these terms and conditions.

1. This grant is made in accordance with, and in reliance upon, the representations contained in the grant application and may be used only for the purposes specified therein.

2. Funds are to be used in accordance with all federal and state laws relevant to non-profit organizations. The grantee must immediately inform Town Creek Foundation of any change in its federal tax-exempt status.

3. Any substantial variation in the use of the grant must be agreed to in writing before the funds are utilized for the revised purpose.

4. The grantee is expected to provide complete and timely communications to the Town Creek Foundation about the progress of the grant supported work, in accordance with the reporting schedule below. This schedule has been established to insure the establishment and maintenance of clear, reciprocal expectations throughout the term of the grant award. In accepting this grant you are signaling your agreement to:

- meet with Town Creek Foundation staff to review grant expectations and;
- submit an Interim Progress Report (within our online system);
- meet with Town Creek Foundation staff to review your Interim Progress; and
- submit a Final Report (within our online system).

Please note: Only a Final Report is required for Interim Request grants.

5. Internal Revenue Service regulations require substantiation of charitable contributions of $250 or more. For your convenience, an Acknowledgment of Contribution Form is enclosed. If the grantee has a fiscal agent for receipt of grants, the acknowledgment must be completed by the fiscal agent.

6. This grant is not in any way earmarked to support or carry on any lobbying or voter registration drives.

[redacted]

Entity file

G1043D

November 11, 2016

Mr. David Roe
Director
George Mason University Foundation Inc.
4400 University Drive, MS 1A3
Fairfax, VA 22030-4444

Re: Agreement for Award #16-04148

Dear Mr. Roe:

It is my pleasure to inform you that the [redacted] ("Foundation") has approved a $150,000.00 award to George Mason University Foundation Inc. ("Awardee") to support a specific project, for the period starting on 12/1/2016 and ending on 11/30/2017, described as follows:

Energy & Enterprise Initiative. Specific objectives are detailed in Appendix A and the approved budget is included as Appendix B.

Anticipated Payment Date	Payment Amount	Payable Upon Receipt of
12/9/2016	$150,000.00	executed grant agreement

This letter is a legally binding award agreement ("Agreement") that becomes effective when executed by an authorized representative of both Awardee and Foundation. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

Please read the terms and conditions of this Agreement very carefully, including the reporting requirements. The Foundation will not consider award payments or renewals for Awardees who fail to meet reporting requirements.

TERMS AND CONDITIONS

1. **Use of Funds.** Awardee shall use the award funds only for the purposes of the specific project described above. Awardee shall repay to the Foundation any portion of the award funds which is not spent or committed for these purposes by the grant end date. Any significant changes in the purposes for which award funds are spent must be approved in writing by the Foundation before the funds are spent.

2. **Representations Materially Correct.** Awardee confirms that all representations made to the Foundation in connection with this Award, which are or have been relied upon by the Foundation in making this Award, are and/or were true and correct as of the date made and remain true as of the date hereof. Further, Awardee confirms that any documents that it provided the Foundation in connection with this Award do not contain any untrue statement of a material fact, or omit to state a material fact



required to be stated therein or necessary to make the information contained or the statements made therein not materially misleading.

3. **Reporting.** To enable the Foundation to evaluate the effectiveness of this award, Awardee shall submit to the Foundation a written report that contains: (1) a description of the progress that Awardee has made toward achieving the purposes for which this award was made; (2) a financial accounting of the expenditure of award funds; (3) copies of any publications resulting from the award; and (4) a report on Awardee's compliance with the terms of this Agreement. If more than one report is required, the final report shall outline Awardee's use of all award funds and charitable activities from the date of the initial disbursement of this award until Awardee expended the last of the award funds. See Appendix C for specific reporting deadlines.

4. **Material and Significant Underperformance.** Notwithstanding any other term or language in this Agreement, should Awardee, at any time during the term of this Agreement, materially and significantly underperform the goals hereof, the Foundation reserves the right to renegotiate, extend or terminate this Agreement.

5. **Recordkeeping.** Awardee shall maintain books to show the award funds separately. All expenditures made in furtherance of the purposes of the award shall be charged off against the award and shall appear on Awardee's books. Awardee shall keep adequate records to substantiate its expenditures of award funds. Awardee shall make these books and records available to the Foundation at reasonable times for review and audit, and shall comply with all reasonable requests of the Foundation for information and interviews regarding use of award funds. Awardee shall keep copies of all relevant books and records and all reports to the Foundation for at least four years after completion of the use of the award funds.

6. **Sub-awardees.** Awardee shall retain full discretion and control over the selection of any sub-awardees to carry out the purposes of this award and shall act completely independently of the Foundation. The Foundation and Awardee acknowledge that there is no agreement, written or oral, by which the Foundation may cause Awardee to choose any particular sub-awardee. Awardee shall require any sub-awardee to comply with the requirements of Paragraphs 1, 3, 5, 7, 13, 14 and 15 of this Agreement, substituting Awardee for Foundation and the sub-awardee for Awardee as applicable. All obligations of Awardee under these Paragraphs shall remain in full force and effect.

7. **Prohibited Uses.** Awardee shall not use any portion of the funds awarded:

   a. To attempt to influence legislation, within the meaning of Section 4945(d)(1) of the Internal Revenue Code ("IRC"), as interpreted by its accompanying regulations;
   b. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations;
   c. To make a grant to an individual which does not comply with IRC Section 4945(d)(3), or to an organization which does not comply with Section 4945(d)(4);

[redacted]

d. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170(c)(2)(B); or
e. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).
f. To reimburse or pay federal, state or local government officials.

8. **Funds Not Earmarked; Awardee Representation.** The award funds are not earmarked to be used in any attempt to influence legislation within the meaning of IRC Section 4945(e). The Foundation and Awardee have made no agreement, oral or written, to that effect. Awardee represents and warrants, here and in its proposed budget for this award, that the total of all awards from the Foundation for this project to be paid to Awardee within a single annual accounting period of Awardee does not exceed the amount budgeted by Awardee for its accounting period for activities of the project that are not attempts to influence legislation within the meaning of IRC section 4945(e).

9. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or award to Awardee, shall be interpreted to create any pledge or any commitment by Foundation or by any related person or entity to make any other award or contribution to Awardee or any other entity for this or any other project. The award contemplated by this Agreement is a separate and independent transaction from any other transaction between Foundation or its affiliates, on the one hand, and Awardee or its affiliates, on the other hand.

10. **Award Announcements.** The Foundation may include basic information about the Awardee on its website and in its periodic public reports once the Foundation receives an executed Agreement.

    Awardees may use the following standard language in making attributions for funding without prior approval of the Foundation. However, all other announcements Awardee intends to make regarding the award, and any publications referring to the award that Awardee intends to publish other than in its annual reports, tax returns or website will require advance written approval from the Foundation.

    (i) About the [redacted]
    "[redacted] was created in [redacted] by [redacted] to confront global threats imperiling humanity by seeking solutions, strengthening alliances, and spurring actions needed to safeguard the future. For details visit [redacted]
    (ii) Attribution for full funding:
    "This (research, publication, project, Web site, report, etc.) is funded by the [redacted]
    (iii) Attribution for partial funding:
    "This (research, publication, project, Web site, report, etc.) is funded in part by the [redacted]

[redacted]

11. **Representation and Warranty Regarding Tax Status.** By entering into this Agreement, Awardee represents and warrants that Awardee is exempt from federal income tax under IRC Section 501(c)(3) and that it is not a private foundation as defined in IRC Section 509(a). Such representation and warranty shall continue through the completion date of this award.

12. **Notice.** Awardee shall give the Foundation immediate written notice of any change in (a) Awardee's legal or tax status, or (b) Awardee's executive staff, key staff responsible for achieving the award purposes, or (c) Awardee's governing body.

13. **Information and Data Sharing.** Any information contained in publications, studies, or research funded by this award shall be made available to the Foundation and the public following such reasonable requirements or procedures as the Foundation and/or the Awardee may establish from time to time. Awardee shall grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this award for noncommercial purposes at its sole discretion.

14. **No Agency.** Awardee is solely responsible for all activities supported by the award funds, the content of any product created with the award funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Awardee shall make no such representation to anyone.

15. **Terrorist Activity.** Awardee agrees that it will use the award funds in compliance with all applicable anti-terrorist financing, sanctions, and asset control laws and regulations.

16. **Key Persons.** Notwithstanding any other term or language in this Agreement, should key persons critical to the effectiveness of the Award (Bob Inglis, Director of Energy and Enterprise Initiative) leave his current position at any time during the term of this grant, the Foundation reserves the right to terminate the grant and recover any unspent funds as of the key person's departure date, or to renegotiate the grant prospectively for the remainder of the term. Throughout the term of this grant, the Foundation also reserves the right to make all award payments contingent upon the Foundation's approval of the new appointment if key person is replaced or if there is redistribution of staff responsibilities.

17. **No Liability.** Foundation shall not be liable for losses, damages, claims, or other liabilities arising out of Awardee's activities. It is expressly understood that Foundation, by making this Award, has no obligation to provide other or additional support to Awardee for the purposes of this project or any other purposes.

18. **Indemnification.** Awardee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Awardee, its

[redacted]

employees, or agents, in applying for or accepting the award, in expending or applying the award funds or in carrying out any project or program to be supported by the award, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, employees, or agents.

19. **Further Assurances.** Awardee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Awardee agrees that if Awardee has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Awardee will promptly contact the Foundation or legal counsel.

20. **No Waivers.** The failure of Foundation to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

21. **Remedies.** If the Foundation determines, in its sole discretion, that Awardee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further award payments to Awardee under this or any other award agreement, and the Foundation may demand the return of all or part of the unexpended award funds, which Awardee shall immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.

22. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

23. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

24. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State. For any disputed relating to this Agreement, the parties consent to personal jurisdiction in, and the exclusive venue of, the courts in [redacted] California.

Please have an authorized officer of George Mason University Foundation Inc. execute the Agreement and return it to the Foundation via email or fax.

Please direct all future communications concerning this award to [redacted] at [redacted] On behalf of the Foundation's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

[redacted]

Sincerely,

[redacted]

Accepted on behalf of George Mason University Foundation Inc. by:

Authorized Signature

12-13-2016
Date

Susan Van Leuven
Print Name

Controller, George Mason University Foundation, Inc.
Title

Encl: Appendix A
Appendix B
Appendix C

Appendix A. Award Goals

A. Create field contacts and presence within the conservative policy and grassroots communities, focused on clean energy solutions.

B. Work to identify, recruit, enroll, educate, and activate at the grassroots level.

C. Engage on an ongoing basis with conservatives in government, media, academia, and policy in an educational discussion of conservative solutions to climate and energy.

Appendix B. Approved Budget

[redacted] funds may be used toward any part of this budget, except as provided elsewhere in this Agreement.

Item	Amount
Digital Ecosystem Recruitment/Engagement	
Professional Fees	$246,400
Advertising	$30,000
Software and licenses	$2,300
Ground Game Recruitment/Engagement	
Professional Fees	$49,000
Event Sponsorship	$12,000
Travel	$48,000
Business meals	$6,500
Promotional Items	$14,000
Administration	
Salaries	$465,300
GMU fringe costs for salaried employees	$144,243
GMU administrative fee	$63,060
Legal	$2,500
Equipment	$3,000
Subscriptions	$18,000
Supplies	$1,000
Telecom	$5,500
Postage	$2,500
Printing	$250
Training / development	$500
Total	**$1,114,053**

Appendix C. Reporting Requirements

Report type	Due date	Description
Final Report	1/31/2018	Final narrative and financial report detailing progress and use of grant funds between **12/1/2016** and **11/30/2017**.

[redacted]

Subj file: 010430

January 12, 2016

Dear Dr. Bingham:

On behalf of the [redacted] I am pleased to inform you that the [redacted] has approved a grant of $30,000 to the George Mason University Foundation to support the Energy & Enterprise Initiative's project to advance its media and messaging from the reality of climate change to solutions. We request that you return a signed copy of this letter to us immediately, indicating your acceptance of this grant and its terms. Once we have received the signed grant letter, we will send the grant payment.

The [redacted] is making this grant with the understanding, based on your representation, that the George Mason University Foundation is a tax-exempt organization of the type described in Section 501(c)(3) of the Internal Revenue Code. By accepting this grant, the George Mason University Foundation agrees that these funds will only be used for charitable and educational activities consistent with the tax-exempt status described in Section 501(c)(3). It is understood that your organization will engage in lobbying only to the extent permitted by IRC Section 501(c)(3) or, if applicable, IRC Sections 501(h) and 4911, and will not intervene in any election or support or oppose any political party or candidate for public office.

We request a financial and narrative report of your activities by one year from the date of this letter. The narrative report should summarize how the grant was used and the results that were achieved. The financial narrative should be as detailed as possible and should compare budgeted versus actual expenses as they relate specifically to this grant. Please send with your report a copy of your next certified audit, if audits are prepared for your organization.

We wish you success in your efforts.

Sincerely,

[redacted]

ACCEPTED & AGREED TO:

By: [redacted]

Title: Director Real Estate and Administration

Date: 1/13/2016

Janet E. Bingham, GMUF President
George Mason University Foundation
Office of Univ. Development & Alumni Affairs
4400 University Drive
MSN 1A3
Fairfax, VA 22030

[redacted]

Study File: 01043D

December 15, 2014

Dear Mr. Roe:

On behalf of the [redacted] I am pleased to inform you that the [redacted] trustees have approved a grant of $25,000 to the George Mason University Foundation for the Energy & Enterprise Institute's republicEn initiative. We request that you return a signed copy of this letter to us immediately, indicating your acceptance of this grant and its terms. Grant payment will be generated upon the [redacted] receipt of the signed grant agreement.

The [redacted] is making this grant with the understanding, based on your representation, that the George Mason University Foundation is a tax-exempt organization of the type described in Section 501(c)(3) of the Internal Revenue Code. By accepting this grant, the George Mason University Foundation agrees that these funds will only be used for charitable and educational activities consistent with the tax-exempt status described in Section 501(c)(3). It is understood that your organization will engage in lobbying only to the extent permitted by IRC Section 501(c)(3) or, if applicable, IRC Sections 501(h) and 4911, and will not intervene in any election or support or oppose any political party or candidate for public office.

The George Mason University Foundation further agrees that these grant funds will be used for the purposes noted in your proposal. If there is a need to make any substantial modification in the way these funds are expended, please be certain to contact us in writing to request prior approval of such modification.

We request a financial and narrative report of your activities ten months from the date of this letter. The narrative report should summarize how the grant was used and the results which were achieved. The financial narrative should be as detailed as possible and should compare budgeted versus actual expenses as they relate specifically to this grant. Please send with your report a copy of your next certified audit, if audits are prepared for your organization. Please submit the report and accompanying materials to [redacted] with your organization's name in the subject line.

We wish you success in your efforts.

[redacted]

ACCEPTED & AGREED TO:

By: [redacted]

Title: Director of Real Estate and Administration

Date: 2/24/2015

Mr. David Roe, GMUF President
George Mason University Foundation
Office of Univ. Development & Alumni Affairs
4400 University Drive, MSN 1A3
Fairfax, VA 22030

[redacted]

subj file:
610430

March 24, 2014

Dear Mr. Roe:

On behalf of the [redacted] I am pleased to inform you that the [redacted] has approved a grant of $175,000 to the George Mason University Foundation for the Energy & Enterprise Initiative to support conservative solutions to America's climate and energy challenges. We request that you return a signed copy of this letter to us immediately, indicating your acceptance of this grant and its terms. Grant payment will be generated upon the [redacted] receipt of the signed grant agreement.

The [redacted] is making this grant with the understanding, based on your representation, that the George Mason University Foundation is a tax-exempt organization of the type described in Section 501(c)(3) of the Internal Revenue Code. By accepting this grant, the George Mason University Foundation agrees that these funds will only be used for charitable and educational activities consistent with the tax-exempt status described in Section 501(c)(3). It is understood that your organization will engage in lobbying only to the extent permitted by IRC Section 501(c)(3) or, if applicable, IRC Sections 501(h) and 4911, and will not intervene in any election or support or oppose any political party or candidate for public office.

We request a financial and narrative report of your activities by one year from the date of this letter. The narrative report should summarize how the grant was used and the results that were achieved. The financial narrative should be as detailed as possible and should compare budgeted versus actual expenses as they relate specifically to this grant. Please send with your report a copy of your next certified audit, if audits are prepared for your organization.

We wish you success in your efforts.

[redacted]

ACCEPTED & AGREED TO:

By: [signature]

Title: CEO

Date: 3/27/2014

Mr. David Roe, GMUF President
George Mason University Foundation
Office of University Development & Alumni Affairs
4400 University Drive
MSN 1A3
Fairfax, VA 22030

mailed 04/03/14

[redacted]

subj file:
010430

October 22, 2013

Dear Ms. Van Leunen:

On behalf of the [redacted] I am pleased to inform you that the [redacted] trustees have approved a grant of $5,000 to George Mason University Foundation, Inc., to support the Enterprise & Energy Initiative's Free Market Climate Change initiative. We request that you return a signed copy of this letter to us immediately, indicating your acceptance of this grant and its terms. Grant payment will be generated upon the [redacted] eceipt of the signed letter.

The [redacted] is making this grant with the understanding, based on your representation, that George Mason University Foundation, Inc., is a tax-exempt organization of the type described in Section 501(c)(3) of the Internal Revenue Code. By accepting this grant, George Mason University Foundation, Inc., agrees that these funds will only be used for charitable and educational activities consistent with the tax-exempt status described in Section 501(c)(3). It is understood that your organization will engage in lobbying only to the extent permitted by IRC Section 501(c)(3) or, if applicable, IRC Sections 501(h) and 4911, and will not intervene in any election or support or oppose any political party or candidate for public office.

George Mason University Foundation, Inc., further agrees that these grant funds will be used for the purposes noted in your proposal. If there is a need to make any substantial modification in the way these funds are expended, please be certain to contact us in writing to request prior approval of such modification.

We request a financial and narrative report of your activities by one year from the date of this letter. The narrative report should summarize how the grant was used and the results that were achieved. The financial narrative should be as detailed as possible and should compare budgeted versus actual expenses as they relate specifically to this grant. Please send with your report a copy of your next certified audit, if audits are prepared for your organization.

We wish you success in your efforts.

Sincerely,

[redacted]

ACCEPTED & AGREED TO:

By: [signature]

Title: Controller, George Mason University Foundation, Inc.

Date: 10·31·2013

Susan Van Leunen, Controller
George Mason University Foundation, Inc.
4400 University Drive MSN 1A3
University Hall, Suite 5100
Fairfax, VA 22030

[redacted]

May 2, 2012

Dear Mr. Roe:

On behalf of the [redacted] I am pleased to inform you that the [redacted] has approved a grant of $67,416 to the George Mason University Foundation for the Energy & Enterprise Initiative to support conservative solutions to America's climate and energy challenges. We request that you return a signed copy of this letter to us immediately, indicating your acceptance of this grant and its terms. Once we have received the signed grant letter, we will send the grant payment.

The [redacted] is making this grant with the understanding, based on your representation, that the George Mason University Foundation is a tax-exempt organization of the type described in Section 501(c)(3) of the Internal Revenue Code. By accepting this grant, the George Mason University Foundation agrees that these funds will only be used for charitable and educational activities consistent with the tax-exempt status described in Section 501(c)(3). It is understood that your organization will engage in lobbying only to the extent permitted by IRC Section 501(c)(3) or, if applicable, IRC Sections 501(h) and 4911, and will not intervene in any election or support or oppose any political party or candidate for public office.

We request a financial and narrative report of your activities by one year from the date of this letter. The narrative report should summarize how the grant was used and the results that were achieved. The financial narrative should be as detailed as possible and should compare budgeted versus actual expenses as they relate specifically to this grant. Please send with your report a copy of your next certified audit, if audits are prepared for your organization.

We wish you success in your efforts.

[redacted]

ACCEPTED & AGREED TO:

By: [signature]

Title: President

Date: 5/3/2012

Mr. David Roe, GMUF President
George Mason University Foundation
Office of Univ. Development & Alumni Affairs
4400 University Drive
MSN 1A3
Fairfax, VA 22030

[redacted]

Subj file
010430(2)

05-11-17
NP $400K
06-30-17 200K
05-31-18 175K
02-28-19 25K

May 9, 2017

Janet E. Bingham, Ph.D.
Executive Director of Administration
George Mason University Foundation, Inc.
4400 University Drive, MS 1A3
Fairfax, VA 22030

Dear Janet:

It is my pleasure to inform you that the Board of Directors of the [redacted] the "*Foundation*") has authorized a grant to George Mason University Foundation, Inc. ("*Grantee*") in the amount of $400,000.00 (four hundred thousand dollars) (the "*Grant*"), payable in installments as set forth below, subject to Grantee's acceptance of, compliance with or the making of, as the case may be, the terms, conditions, agreements, warranties, representations, and other provisions set forth in this agreement (this "*Agreement*").

The Grant shall be used for the sole purpose of providing general operating support exclusively for Grantee's Energy & Enterprise Initiative in its efforts to conduct educational outreach to inform key stakeholders, policymakers, and the public about climate and environmental tax policies, with the overall goal of building comprehensive support for fair, effective, and sustainable climate and energy policies (collectively, the "*Purpose*").

Grantee and the Foundation acknowledge, agree, and consent to the following terms, conditions, agreements, warranties, representations, and other provisions, which either relate to or are attached to the Grant:

1. ***Charitable Purpose.*** Grantee agrees that the Grant will only be used for charitable, educational, and/or scientific purposes as such purposes are generally defined by those authorities interpreting the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, including any corresponding provisions of predecessor or successor federal tax laws, "*Code*"), and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law. Grantee agrees that the Grant (and all income or gains earned thereon) shall be used solely for the Purpose, unless approved otherwise by prior written consent of the Foundation.

2. ***Term.*** The term of this Agreement will commence on the date Grantee executes this Agreement as set forth on the signature page hereto (the "*Effective Date*") and will expire on March 31, 2019, unless terminated earlier as provided herein (the "*Term*").

[redacted]

Notwithstanding the foregoing, Grantee acknowledges that all Grant spending in furtherance of the Purpose must be concluded by no later than December 31, 2018.

Further, Grantee began work related to the Purpose on January 1, 2017. Accordingly, Grant funds may be used for costs that were incurred between January 1, 2017 and the Effective Date if such costs were used exclusively for and directly related to the Purpose and are in strict compliance with the terms of this Agreement. The Foundation and Grantee acknowledge that any work related to the Purpose that was undertaken by Grantee and that occurred between January 1, 2017 and the Effective Date is fully governed by the terms of this Agreement.

3. ***Payment of Grant Funds.*** Until the earliest of such time as the Grant has been paid in full, the end of the Term, or the termination of this Agreement pursuant to Section 7 of this Agreement, and provided Grantee is in full compliance with the terms of this Agreement, the Foundation shall pay Grantee the Grant in three (3) installment payments as follows (each an "*Installment Payment*" and collectively, the "*Installment Payments*"): (a) the first Installment Payment of $200,000.00 (two hundred thousand dollars) within thirty (30) business days of the execution and delivery of a signed copy to the Foundation of this Agreement by Grantee; (b) the second Installment Payment of $175,000.00 (one hundred seventy-five thousand dollars) on or by May 31, 2018; and (c) the third and final Installment Payment of $25,000.00 (twenty-five thousand dollars) on or by February 28, 2019. The Foundation shall not be obligated to make any Installment Payment if the Foundation determines in its sole discretion that Grantee is not in full compliance with the terms of this Agreement. If the Foundation does not make an Installment Payment because Grantee is not in full compliance with the terms of this Agreement, the Foundation shall not later be obligated to make such Installment Payment, even if Grantee subsequently cures such breach or becomes fully compliant with the Agreement.

4. ***Representations and Warranties.*** Grantee makes the following representations and warranties:

   a. Grantee is a nonprofit corporation duly formed, validly existing, and in good standing in the State of Virginia with all corporate power, authority, and permits necessary to carry on its activities, including the Purpose of the Grant.

   b. Grantee is currently, and at all times during the Term will be, a Qualifying Grantee. For purposes of this Agreement, a "*Qualifying Grantee*" is an organization which at all times meets the following criteria: (i) it is a charitable organization described in Code Section 501(c)(3), a governmental unit defined in Code Section 170(c)(1), or an integral part of or an instrumentality of a governmental unit defined in Code Section 170(c)(1), (ii) it is not a "private foundation" within the meaning of Code Section 509(a), (iii) it is not a Type III Supporting Organization within the meaning of Code Section 509(a)(3), and (iv) it is an organization pursuant to which the acceptance of the provisions of this Agreement or of the Grant will not adversely affect Grantee's status under

subsections (i) – (iii) above. Grantee is not aware of any threat or challenge to its status as a Qualifying Grantee. Furthermore, if Grantee is a publicly supported charity within the meaning of Code Section 170(b)(1)(A)(iv) or (vi) or Section 509(a)(2), Grantee represents that the Grant will not cause Grantee to lose its status as a publicly supported charity.

c. The Purpose of the Grant is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Grant will only be used for such charitable, educational, and/or scientific purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law.

d. The parties acknowledge that the Foundation will not direct or control Grantee's interactions with any government officials or employees. Grantee agrees that it will advise the Foundation if it or any of its agents engage in activity that could give rise to any disclosure of the Grant or the Foundation under federal, state, or local lobbying disclosure rules and/or campaign finance laws.

e. Grantee complies with and will continue to comply with all applicable local, state, federal, and foreign laws, statutes, rules, and regulations, as amended from time to time.

f. All information relating to the Grant heretofore provided to the Foundation by Grantee or to be provided to the Foundation by Grantee during the Term has been, and for the duration of the Term (and for so long as any obligations pursuant to Sections 5 and 6 of this Agreement remain outstanding) will at all times continue to be true, accurate and complete in all material respects.

5. ***Records.*** Grantee will maintain accurate and complete records of receipts of and expenditures made from Grant funds and will keep these records during the period covered by Grantee's reporting obligations specified in Section 6 of this Agreement and for at least three (3) years thereafter. During the Term, and for three (3) years thereafter, upon the request of the Foundation, Grantee shall make such records available for inspection by the Foundation and its representatives during normal business hours, and Grantee shall cooperate and assist the Foundation with the Foundation's review of such records.

6. ***Reporting and Information.***

a. Grantee will immediately provide the Foundation with (i) a copy of Grantee's current, valid determination letter from the Internal Revenue Service recognizing Grantee's status as a Qualifying Grantee; (ii) a copy of Grantee's operating budget for Grantee's fiscal years ending on June 30, 2017, June 30, 2018, and June 30, 2019, as such documents become available; and (iii) copies

of Grantee's financial statements and Forms 990, with respect to Grantee's fiscal years ending on June 30, 2017, June 30, 2018, and June 30, 2019, as such documents become available.

b. Grantee will promptly provide the Foundation with: (i) interim reports on July 31, 2017, October 31, 2017, January 31, 2018, April 30, 2018, July 31, 2018, and October 31, 2018, and (ii) a final report on January 31, 2019 (each a "*Grant Report*" and collectively, the "*Grant Reports*"). Each Grant Report will include a confirmation that the Grant funds have been spent exclusively toward the Purpose, as well as a narrative of what was accomplished by the use of Grant funds during the reporting period (including a description of progress made in fulfilling the Purpose of the Grant and a confirmation of Grantee's compliance with the terms of this Agreement). Grantee shall also inform the Foundation of any material change in its operating budget and expenses, including, but not limited to, material variations in executive compensation. Grantee also agrees to provide the Foundation with a copy of all materials developed or published using the Grant. Moreover, the Grant Reports shall include any other information requested by the Foundation reasonably in advance of the due date of the relevant Grant Report.

c. If the Grant funds are not fully expended by Grantee in accordance with the terms of this Agreement and with Grantee's operating budget, Grantee will disclose this in the Grant Reports, and the Foundation will make a determination about such funds upon receipt of such information, including whether Grantee shall be required to return unspent funds to the Foundation. Grantee may not reallocate any unspent funds and may not spend or retain unspent funds after the spending end date contained in Section 2 without prior written approval from the Foundation.

d. Grantee will (i) immediately furnish the Foundation with any information concerning a threatened, proposed, or actual change in Grantee's status as a Qualifying Grantee, and (ii) provide the Foundation prompt written notice (1) if any of the events in Section 7 of this Agreement occurs, and (2) of each and every event which, at the giving of notice or lapse of time, could reasonably be expected to constitute an event described in Section 7 of this Agreement.

7. ***Termination.*** This Agreement may be terminated by the Foundation if any of the following has occurred, it being understood and agreed that the determination of whether any such condition or event has occurred will be made by the Foundation in its sole discretion:

a. Any of the warranties or representations made by Grantee in this Agreement is or becomes untrue in any respect;

b. There is a material change in the purpose, character or method of operation of Grantee, or a material change in the leadership of Grantee;

c. Grantee uses any portion of the Grant for any purpose other than the Purpose without the prior written consent of the Foundation;

d. The Internal Revenue Service makes a determination, preliminary or otherwise, that the Grant does not constitute a qualifying distribution by the Foundation within the meaning of Code Section 4942(g)(1)(A) or (B);

e. Grantee has materially misrepresented to the Foundation its activities or financial condition;

f. Grantee fails to comply with any of the provisions of this Agreement; or

g. The Grant or its Purpose does not contribute to the accomplishment of the Grantee's charitable mission as originally anticipated.

The effective date of the Foundation's termination of this Agreement (the "*Termination Effective Date*") shall be the earlier of (a) the date notice is given by the Foundation to Grantee of the termination, and (b) if so elected by the Foundation, the date on which the event triggering the right of termination occurred. The delay in, or failure of, the Foundation to exercise its right to terminate at any time shall not be a waiver of such right, either with respect to the cause giving rise thereto or any other cause for termination, and the payment by the Foundation of any portion of the Grant after notice of an event giving rise to a right to terminate shall not be a waiver of the right to terminate or any rights of the Foundation upon termination, and in no event will such delay, failure or payment give rise to any argument for novation, ratification, estoppel, laches, or any other equitable or legal defense if the Foundation later elects to exercise its right of termination.

8. ***Payment Obligation; Return of Funds.*** In the event that the Foundation terminates this Agreement pursuant to the terms hereunder:

a. Any remaining payment obligation of the Foundation to Grantee, whether under this Grant or otherwise, shall be null and void as of the Termination Effective Date;

b. If the Foundation terminates this Agreement pursuant to any provision hereunder other than Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to the Foundation any amounts of the Grant previously paid to Grantee which have not yet been expended as of the Termination Effective Date or which were not used for the Purpose; and

c. If the Foundation terminates this Agreement pursuant to either Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to the Foundation an amount equal to the amount of the Grant previously paid to Grantee.

9. ***Indemnity; Liability.*** Grantee shall indemnify, defend and hold harmless the Foundation, its officers, directors, founders, employees and agents and each of their

affiliates (collectively, the "*Foundation Parties*"), from and against, any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred or imposed upon the Foundation Parties in connection with any claims, suits, actions, demands or judgments, arising out of or related to (a) any act or omission of Grantee, its employees or agents in applying for or accepting the Grant; (b) the expending of Grant funds furnished pursuant to this Agreement; or (c) the carrying out of any programs or projects funded by the Grant. The Foundation shall not be liable for any losses, damages, claims or other liabilities arising out of Grantee's activities. It is expressly understood that the Foundation, by making the Grant and entering into this Agreement, has no obligation to provide other or additional support to Grantee.

10. ***Grant Publicity.*** Grantee may release information regarding the Grant (*i.e.*, information mentioning this Agreement, the Foundation, and/or the Grant) provided that at the time of such release Grantee (i) is in compliance with the provisions of this Agreement; (ii) has received ***prior* written approval** from the Foundation's Vice President of Communications; and (iii) agrees to furnish the Foundation with copies of any such news releases or other written materials within a reasonable time after such release. Grantee will advise the Foundation immediately if there is any unauthorized release of information. Without further notice to or consent from Grantee, the Foundation may include information about this Agreement and/or Grant, and any photographs, reports, or other published or printed materials provided by Grantee to the Foundation in the Foundation's published reports, website, news releases, and other external communications related to the Foundation. Notwithstanding the foregoing, however, Grantee may release any information about the Agreement and/or Grant that is required to be disclosed under any applicable laws or regulations. Moreover, parties recognize that this Section does not affect Grantee's rights to publish any materials or research funded with this Grant or to release public statements or release information about activities or research funded with this Grant to the extent such materials, research, statements, or information do not mention the Grant, this Agreement, and/or the Foundation.

11. ***Gifts.*** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic and charitable purposes. Therefore, Grantee agrees that it will not furnish the Foundation or Foundation Parties with any membership, commemorative items, recognition plaques, or gratuities or benefits of any kind.

12. ***Governing Law and Venue.*** This Agreement shall be governed by the laws of the [redacted] and shall be performable and enforceable in [redacted] The sole and exclusive jurisdiction for any dispute arising under or related to this Agreement shall be in the state district courts of [redacted] and Grantee irrevocably submits in advance to personal jurisdiction in the state district courts of [redacted]

13. ***Entire Agreement.*** This Agreement supersedes any prior oral or written understanding or communications between the parties and constitutes the entire

agreement of the parties with respect to the subject matter hereto. This Agreement may not be amended or modified, nor any of its provisions waived, except in a written document signed by an authorized representative of Grantee and the Foundation.

14. ***Waiver.*** Any waiver of any kind by either party of a breach of this Agreement shall not operate or be construed as a waiver of such breach or any subsequent breach. Either party's delay or omission in exercising any right, power, or remedy pursuant to a breach or default by the other party shall not impair any right, power, or remedy which that party may have.

15. ***Severability.*** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.

16. ***Assignment.*** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors, assigns, heirs and legatees; *provided, however,* Grantee cannot assign, or otherwise transfer, its rights or delegate any of its obligations, without the prior written consent of the Foundation, which consent the Foundation may withhold, condition or delay in its sole discretion.

17. ***No Third Party Rights.*** Except as set forth in Section 10 of this Agreement, it is the explicit intention of the parties that no person or entity other than the parties is or shall be entitled to bring any action to enforce any provision of this Agreement and that the covenants and agreements set forth herein shall be solely for the benefit of and enforceable only by the parties or their respective successors and assigns as permitted hereunder.

18. ***Remedies.*** The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law or in equity.

19. ***Independent Parties.*** This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto. Grantee acknowledges and agrees that it will conduct all activities funded by the Grant in its own name and that Grantee's employees and agents are not, and will not hold themselves out to be, agents or representatives of the Foundation for any purpose.

20. ***Survival.*** The provisions of Sections 5, 6, 8, and 9 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

21. ***Multiple Counterparts.*** This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement.

22. ***Contact Information.*** For information regarding the Grant, please contact:

[redacted]

Acknowledgment of Grantee's agreement to the representations, warranties, terms, and conditions set forth in this Agreement must be made by a duly authorized officer of Grantee who should execute a copy of this Agreement and return an executed copy to the Foundation within ten (10) business days from the date on the first page of this Agreement, and if a duly executed copy of this Agreement is not received by the Foundation within such ten (10) business days, this Agreement and the Grant are hereby revoked.

We look forward to our Grant assisting your organization in accomplishing its mission and charitable goals.

Very truly yours,

[redacted]

ACCEPTED AND AGREED:

GEORGE MASON UNIVERSITY
FOUNDATION, INC.
Grantee

By: Janet Bingham

Name: JANET BINGHAM

Title: PRESIDENT, GMUF

Date: 5.11.17

01043-

ENERGY FOUNDATION

Building a new energy future

October 30, 2014

David Roe
Chief Operating Officer
George Mason University Foundation, Inc.
4400 University Drive, MS 1A3
Fairfax, VA 22030

Dear David,

I am pleased to inform you that the Energy Foundation has approved a grant to George Mason University Foundation, Inc., in the amount of $125,000.00. The grant period is twelve months, from September 1, 2014 to August 31, 2015.

This grant is designated solely for the purposes expressed in George Mason University Foundation, Inc.'s July 23, 2014 proposal and budget to the Energy Foundation. Your Energy Foundation contact for work performed under this grant is Marcus Schneider.

Grant payment will be generated upon the Energy Foundation's receipt of the signed grant agreement. The final financial and narrative report deadlines are stated in the grant agreement. However, if you intend to apply for a renewal grant, we must receive your final report before the renewal proposal.

The success of the Energy Foundation will depend on the success of our grantees. In order to make the largest impact with our limited funds, we will rely on you and your colleagues to keep us informed of progress and trends in the field, and of your work in particular. For this reason, we ask that your reports tell us the good and the bad, the success and the failure. This will strengthen and speed our learning.

Please carefully review the terms and conditions explained in the enclosed grant agreement. Sign one copy of the grant agreement and return it to us. Upon receipt of the form, we will forward your payment.

Please refer to grant **G-1408-21798** in all future correspondence and reports which relate to this grant.

Please do not hesitate to contact the Grants Department via email at grants@ef.org should you have any questions about this grant or our policies.

Sincerely,

Kevin McGahan
Director of Finance and Grants

subj file
C10430

ENERGY FOUNDATION
building a new energy future

Grant Agreement
Terms and Conditions

Date: October 30, 2014

We are pleased to award the following grant.

Grant number:	G-1408-21798
Grantee:	George Mason University Foundation, Inc.
Address:	4400 University Drive, MS 1A3 Fairfax, VA 22030
Project Contact:	Bob Inglis Director, Energy and Enterprise Initiative
Phone:	(206) 543-4190
Email:	Bob.Inglis.US@gmail.com
Grant Sector:	Climate
Grant Amount:	$125,000.00
Time Period:	Twelve months, from September 1, 2014 to August 31, 2015

Grantee agrees and consents to the conditions of the proposal submitted to the Energy Foundation and to the following conditions of the grant:

Grantee shall use this grant solely for the purposes as expressed in George Mason University Foundation, Inc.'s proposal document submitted to the Energy Foundation which incorporates a description of the project work to be provided, dated July 23, 2014, and project budget, dated July 23, 2014 to the Energy Foundation. It is understood that these grant funds will be used for such purposes substantially in accordance with the budget submitted. Grantee shall repay to the Energy Foundation any portion of the amount granted which is not used for the purposes of this grant.

The grantee agrees that no funds provided pursuant to this Grant Agreement may be used to contact, or urge the public to contact, members of a legislative body for the purpose of proposing, supporting, or opposing legislation; or to advocate the adoption or rejection of legislation. See Treasury Regulation section 1.501(c)(3)-1(c)(3)(ii).

Grantee ensures that the grant funds under this award will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. Grantee also agrees to take all reasonable precautions to ensure that any person or group expected to receive money from the grantee will neither make any payment nor provide any material support to any person on any United States government list of suspected terrorists.

Grant payment will be generated upon the Energy Foundation's receipt of the signed grant agreement.

Reports, both narrative and financial, are due strictly according to the schedule below. The financial reports should show revenues and expenses for both this grant and the project. Clearly show the amount funded by the Energy Foundation and how these funds have been spent according to the categories of the submitted budget. Use three columns for the report:

Column 1 -	Present the entire project budget (all sources of revenue and expenditures) as included in the original proposal;
Column 2 -	Present the actual revenue and expenditures for the project in total;
Column 3 -	Present the actual revenue and expenditures funded by the Energy Foundation grant only.

Reports are due as follows:

Final Financial report due no later than:	November 1, 2015
Final Narrative report due no later than:	November 1, 2015

If grantee intends to apply for a renewal grant, the Energy Foundation must receive an interim narrative and financial report along with the new grant application.

Grantee shall not use any portion of the funds granted to carry on propaganda or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, to influence the outcome of any specific voter registration drive, to make grants to individuals on a non-objective basis, nor for any non-charitable or non-educational purpose. Please include a positive disclaimer to both narrative and financial reports that no Energy Foundation funds were used for lobbying purposes.

Grantee shall notify the Energy Foundation of any organizational changes during the term of the grant, including, but not limited to, changes in key personnel, changes in tax status, and changes in the project timing or goals.

Grantee shall permit representatives of the Energy Foundation to visit the premises during normal business hours and review the activities of the Grantee with respect to the programs supported by this grant.

Grantee may announce receipt of this grant. Please furnish the Energy Foundation with any results of this announcement.

Please refer to grant number **G-1408-21798** in all future correspondence and reports which relate to this grant.

The board and staff of the Energy Foundation are pleased to be able to make this grant to your organization. Please sign and return one copy of this grant agreement as evidence of your understanding and agreement with the terms and conditions defined in this letter.

	10/31/14
Kevin McGahan	Date
Director of Finance and Grants	
	11-04-2014
Signature	Date
David A. Roe, CAO	703-993-8738
Print Name/Title	Direct Phone
George Mason University Foundation, Inc.	Grant Number: G-1408-21798

E&EI

21 July 2014

Energy and Enterprise Initiative

Narrative

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Objective

E&EI is committed to educating policymakers and the public about the need to address climate change through free enterprise. We are working to change the conversation on climate and energy by helping conservatives compete in the marketplace of ideas and rally behind a free-enterprise solution. Our endeavors complement the current narrative among many conservative leaders who believe their future relevance in policy debates requires broader appeal, especially with younger Americans, Hispanics, and women – three demographic groups which poll much higher than white men on climate action.

The most important policies we advance – a revenue-neutral tax swap, the elimination of subsidies, and removing barriers to distributed energy – form a genuinely limited-government, liberty-enhancing, pro-growth agenda to anchor America's emerging EcoRight movement. While we hope to persuade and excite the majority of conservatives, our goal is more modest: to demonstrate through educational efforts sufficient grassroots support so that some conservatives take the lead in a solutions-oriented dialogue with business, academia, government and independent and progressive leaders.

2014 (Grant-term) Goals

Goals presented cover 3/6 month periods

- To create a meaningful and vocal presence within elements of the conservative policy and grassroots communities focused on solutions.

- To create operational "hubs" in the Miami metro area (addressing the felt need of Rep. Ileana Ros-Lehtinen's and Mario Diaz Balart's constituents), the Milwaukee/Kenosha metro area (knowing that Rep. Paul Ryan – likely the next Ways and Means chairman – believes that "free enterprise can better deal with these issues than can command-and-control regulations") and the Chicago metro area (to engage with "Mark Kirk Republicans"). In these hubs (which we hope to replicate elsewhere in 2015 and beyond), we plan to identify, recruit, enroll, and educate at the grasstops and grassroots level.
    - Build local volunteer republicEN Leaders to 12/20 active members in WI/FL/IL hubs (including 3-5 high profile validators in each hub)

    - Florida: develop buy-in from stakeholders and Members to form a Coastal Resiliency Caucus
    - Florida: pilot a Ratepayers Bill of Rights as a method of list building and establishing credibility
        - Enroll 5/12 business and conservative organizations as public coalition partners
    - Wisconsin: pilot a Ratepayer Rights project (unique from Florida)
        - Goals in progress; discussing our role with players in the current rate case, including SolarCity
    - Illinois: Host "What Would Milton Friedman Do About Climate Change" at University of Chicago

- To launch a new movement identity – republicEN climate solutions – supported by data-driven emails, online promotions, and social media interactions.
    - 1000/3000 republicENs (list enrollees)
    - 75/200 public supporter profiles published on our site
    - 2500/10000 social engagements (likes, shares, follows, retweets, favorites, mentions)

- To continue to engage conservative opinion leaders in government, media, academia and policy in an educational discussion of science and solutions.

    - 4/8 meetings between republicENs and members of Congress or their staff
    - 4/10 Target State newspaper/major media profiles, op-eds or editorials
    - 6/14 talk radio appearances

- To buttress state-based educational work with continued town-and-gown outreach anchored by events with College Republicans, Young Republicans, Federalist Societies, Pachyderm clubs, energy clubs, economics clubs, Rotary clubs, local Chambers of Commerce, local talk radio stations, and local newspapers.
    - Speak in-person to 300/700 conservatives

Request

E&EI requests that the Energy Foundation consider a $125,000 grant in support of the work outlined in this proposal for the period March 1, 2014 to December 31, 2014.

Theory of Change

E&EI believes that a national policy to address the risk of climate change will require bipartisan support. No meaningful, economy-wide policies will be enacted and remain in force without conservative support for reasons of politics and the power granted to minority views in Congress. We also believe that conservative policies, specifically a revenue-neutral carbon tax, are the best approach to resolving the climate challenge.

Conservative leaders as recently as 2008 supported climate policies, but that support collapsed as the Great Recession came on and the Tea Party came out in 2009. Populist rejectionism (rejection of the science, Washington, and all things Obama) seized talk radio and conservative grassroots. As the Great Recession continues to lose its grip, we expect the gears of government to begin moving again.

Members of Congress have told us privately that while they accept the underlying climate science, "no one talks to me about climate and when they do it's too controversial to touch." We are striving to change this dynamic through education. E&EI is working nationally and in three local hubs to educate

conservatives about climate science and conservative policies to address it. This will raise the urgency of the climate challenge and reduce the controversy in those hubs among conservatives, and provide a space for opinion leaders and policy makers to engage in a discussion of solutions. We believe that this outreach – defined by being local and conservative – is essential to creating conservative leadership. We are one of the only organizations working in these hubs to educate conservatives and demonstrate that conservative solutions can draw support.

Policy Windows

The window for national climate and energy initiatives will slowly open as the country moves through the 2014 and 2016 elections. This is not to say that stiff opposition from conservative grassroots and leadership will evaporate altogether. Rather, with continued educational efforts by E&EI and others and the influence of elections, science and other external factors, a group of conservatives will emerge to lead a dialogue rooted in science and solutions, and pivot away from the stalemate of the past six years. These conservatives will support incremental efforts aimed at energy efficiency, air pollution, tax reform and adaptation to climate-change impacts, and they will claim that climate change is one justification for these 'common-sense' policies.

Through November 2014

Conservatives will watch to see how climate plays in this year's national election. After dozens of private and public conversations with conservative leaders in academia, policy, media and government, it is evident (and unsurprising) that most conservatives will ignore climate or attack EPA's new rules as job killers and executive overreach. Even conservatives that accept the science tell us the issue remains too controversial or too low priority to justify their engagement. For E&EI, this is a period of aggressive education, relationship-building and organization-building nationally and in our state hubs.

November 2014 through 2015

In the period following the election, there will be opportunities nationally and in our state hubs for meaningful educational activities on climate science, impacts and conservative policies. Regardless of the makeup of Congress, we are confident we can engage conservative leaders in this timeframe. Over the past year we have seen slow growth in the number of conservatives willing to participate and speak-out on climate, and we expect that trend to continue. We have events planned in our state hubs that will give conservatives a platform and "cover" to lead. This includes an impacts caucus in Florida and campus and opinion leader events in Florida, Wisconsin and Illinois.

Leading up to presidential primary season, a brief window will open during which Republicans will look wistfully at the White House. The media narrative will tell them that they're unlikely to be guests there any time in the foreseeable future. Some in the party will see that rejection of the science of climate change, resistance to immigration and hostility toward gay marriage are defining the Grumpy Old Party. Presidential candidates will talk of wanting to lead the Grand Opportunity Party, but all will tread very cautiously through the climate, immigration and equality minefields, choosing instead to focus their rhetoric on a new war on poverty fought with empowerment rather than social programs.

We do not expect conservative leaders to offer full-throated endorsements of a national, revenue-neutral carbon tax, the policy we believe to be most effective. We expect incremental policy proposals justified in part by the risk of climate change. An example of this at the national level is Senator Rob Portman's statements that carbon pollution is one reason to support energy efficiency, or Rep. Adam Kinzinger's promotion of the low-carbon benefits of nuclear energy.

2016-2017

Regardless of the party nominees and the eventual winner, we believe that the 2016 debate will improve upon the 2012 election, when President Barack Obama and Mitt Romney attacked each other for supporting strong limits on the pollution from coal-fired power plants, and every Republican nominee but one assailed the science. As a 501 (c)(3) we, of course, will have no involvement in the election. However, the election debate will shape the nation's understanding of the climate challenge. We expect that the debate will in part shift subtlety and importantly to solutions. President Obama's new EPA rules will be closer to implementation, other lame duck initiatives may be underway, and energy issues will resonant in several states. At the same time, two more years of scientific evidence will have mounted. We believe that this is the window when debate shifts to solutions for some conservatives, and when we have to prove that there are, in fact, small-government solutions to climate change. Showing that those solutions fit with the deeply held beliefs of fellow conservatives is our passion and driving ambition.

Are you En? republicEN climate solutions

In mid-August, E&EI will launch republicEN.org, a recruitment-oriented, data-driven web hub for the EcoRight movement. "The Energy and Enterprise Initiative" functions well to identify our staff and mission for our educational outreach, but our supporters and allies have lacked a unifying identify, until now. Currently, most of our allies identify as "reform conservatives," "reformicons," "TrueCons," "moderate Republicans," "governing conservatives," or "solutions conservatives" and partners in the "conservative movement," "ecoRight movement," or "free enterprise movement." E&EI is building the republicEN platform to unify our supporters, foster a movement identify, and facilitate educational engagement and action. We created republicEN with Brains on Fire, a social-movement PR firm in Greenville, SC. However, the republicEN identity was informed by a long and thorough process of testing the performance of various banner-ad messages on conservative websites. During testing, the most successful message by far was "Conservative and concerned about climate change? You're not alone. Join us." At republicEN, we will show conservatives that they're not alone with embedded social-media applications and regular opportunities to engage with our issues and other republicENs.

The republicEN movement was born out of many conservatives' frustration with Washington's inattention to and mishandling of energy and environmental issues of extraordinary importance to American prosperity. Americans deserve leadership to ensure a strong energy future and avoid the worst risks of climate change. republicENs are Americans who care deeply about stewardship, clean air, clean water, and clean energy; and we believe that responsible solutions must be rooted in free enterprise, small government, and a growing economy.

Hub development

republicEN.org will be our new digital hub, and anyone from anywhere can join, participate, and contribute their voice to the movement. We are concentrating investment in face-to-face outreach, local programming, and paid promotions for education/recruitment in three regional hubs: metro Miami, metro Chicago, and metro Milwaukee. **Our milestone objective in each hub is to prove the concept that training and resourcing small groups of committed republicENs, and backing them up with media and digital support, is capable of locally moving the needle on climate change.**

E&EI has on-the-ground directors in Florida, Wisconsin and Illinois. Each of our hubs is developing in a unique political context and with unique assets, so our hub strategy and structure is not uniform across regions (more below in "state directors in context" section). However, our hubs share in common programming and recruitment objectives for organizing, retaining and showing-off republicEN volunteers and validators. Our hubs also share common digital strategy and infrastructure.

Hub organization of republicEN volunteers & validators

Local republicEN operations are supervised by E&EI state directors and center around Regional Leadership Circles and State Advisory Councils (The launch of republicEN may unify or change the names of these groupings).

Regional Leadership Circles

Leadership Circles comprise a state director and a small number of committed volunteers (12-25) responsible for planning local educational action and outreach. State directors have two broad tracks of Leadership Circle recruitment: 1) by face-to-face outreach and events, and 2) by monitoring online participation data and plucking high-performers from the larger group. republicEN Leaders will meet regularly, socialize regularly, receive recognition regularly, and delegate responsibilities for hub programming.

State Advisory Council

Upon launching republicEN, Miami and Chicago hubs will immediately prepare for announcing state advisory councils with initially 4-6 high-profile republicENs. These partners will publicly endorse the republicEN mission and be featured on our website. They will provide counsel and networking resources to state directors much like our E&EI Advisory Council does nationally. Most importantly, republicEN state advisors are key assets for meetings and correspondence with state leaders. Unlike our republicEN Leaders responsible for volunteering and orchestrating educational action, republicEN Advisors are leveraged for their name, networks and influence.

Hub programming

There are four principle programming objectives for each hub:

1) Improve climate-change policy salience among conservatives;
2) Build our regional republicEN list;
3) Earn the commitment of republicEN leaders and advisors; and

4) Demonstrate republicEN movement momentum through educational efforts, especially to conservative leaders

E&EI has hired a capable professional in each hub to plan and execute local programming in pursuit of those four objectives (see section below, "state directors in context"). Common activities conducted by Leadership Circles include social events, letter drives, campus/conference tabling, expert talks or hangouts, (training prep for) townhall meetings, and "We Care" environmental service projects.

Local initiatives

State directors program heavily on climate risks and environmental tax reform. Additionally, state directors and their Leadership Circles will begin diversifying our programming to include republicEN solutions to local energy and environmental issues.

republicENs benefit from local relevance and a sense of urgency to raise local movements. E&EI meets new supporters most everywhere we go, but it's rare to find conservatives motivated to act over and over again to build support for distant, prospective, federal tax law among their peers. republicENs also run out of rope quickly if their audience dislikes a carbon tax, or if local leaders and officials want to get involved locally but are unable to publicly endorse a carbon tax. For these reasons, state directors are considering local educational initiatives related to climate adaptation, distributed energy and ratepayer rights.

Florida: Coastal Resiliency Caucus

E&EI has been working with our friends at Citizens Climate Lobby to gauge the interest of Florida's congressional delegation in forming a Coastal Resiliency Caucus. The Caucus is currently envisioned as a forum for Florida members to raise and discuss important issues of coastal risk and restoration. CCL has confirmed the keen interest of several Democratic offices, and both CCL and E&EI have met with several interested Republican offices. Six Republican Members have expressed some interest in joining the caucus (Ros-Lehtinen, Diaz Balart, Posey, Jolly, Rooney, Buchanon) but recruiting a Republican co-chair from that list is the first hurdle.

Our first programming step is a coastal-resiliency stakeholders meeting this fall in Miami convened by Rep. Ros Lehtinen and/or Rep. Diaz Balart. E&EI and CCL are assembling a roster of invitees with interest in participating. We hope that a co-chair emerges by way of connecting stakeholders and Members to discuss adaptation issues that require attention in Washington. We anticipate conducting similar stakeholder meetings in other districts as a means to generate interest in the new caucus among prospective Members and their constituents.

Florida: Ratepayer Bill of Rights

Similar to environmental tax reform, energy freedom has the potential to create wealth, mainstream new technologies, and cut pollution. Unlike environmental tax reform, energy freedom is already saleable to all corners of the conservative base.

In Florida, energy freedom is highly salient. The state consumes 40% more electricity than the national average and yet consumers are privy to very little information about their energy use. Utilities in Atlanta (Georgia Power), Charlotte (Duke), Memphis (MLGW), Richmond (Dominion), Dallas, and Fort Worth (Oncor) all provide customers with access to their own usage information through a data-sharing platform, but among Florida's utilities serving Miami (FPL), Jacksonville (JEA) and Tampa (TECO), only JEA has implemented data sharing.

Further, all three monopolistic power utilities are protected from nearly all competition, including competition from distributed energy. And while ratepayers are unable to hire third parties to add power capacity on their own property, the same ratepayers are forced to bear utility investment risk for non-competitive and non-generating investments.

E&EI is coordinating with stakeholders in Florida as well as several potential national partners – including EDF, OPower, VoteSolar, R Street, and Exelon – to draft a "Ratepayer Bill of Rights" for Florida. These partnerships will help us create educational materials so the Miami Leadership Circle can begin programming recruiting grassroots and grasstops support. Provisions under consideration apply clear free-market principles, but will also find acceptance in progressive circles. Once republicENs are sufficiently out in front on the issue, we hope to include some progressive organizations and build a broader coalition that can position the Ratepayer Bill of Rights in a post-partisan way to attract support across the political spectrum and business community.

Ratepayer Rights under consideration include rights to utilize distributed energy and third-party financing; rights to invest in efficiency without arbitrary restriction and permitting; rights to rate/price/advanced meter information; ; rights to fair rates and fair allocation of risk; and, rights to time-variant rate plans.

State Directors in Context

Our three state directors have unique skill-sets and experiences well-matched to the unique character of each constituency. Each director is based in their state's regional hub: Miami, Chicago, Milwaukee. For the rest of 2014, "state directors" are functionally regional-hub directors. However, we envision more regional hubs in Florida, and possibly also Wisconsin and Illinois, and we anticipate the role of state director to grow into supervising multiple regional hubs.

- Florida: Anthony Bustamante (contractor) is a high-level Florida operative. As Senator Rubio's first U.S. Senate campaign staffer, and then as Sen. Rubio's grassroots director, Anthony is a Florida Republican operative who knows about creating a successful, state-wide, Republican challenge campaign. Anthony has deep conservative networks spanning the moderates to the Tea Party, and his reputation continues to afford E&EI fair hearings with conservative leaders and activists in Miami. Anthony is a rare operative with access to many elected officials and conservative leaders, but also with active networks of grassroots activists.

    - Miami politics are frenetically social. The Republican "civil wars" are dealt with internally and comparatively little splintering happens. Local leaders have state-wide relevance

because Miami's support is requisite to any state-wide campaign victory. The majority of conservatives we met are climate realists, and the hoaxers are generally friendly and/or unimportant. The two local Members of Congress (Illeana Ros-Lehtinen and Mario Diaz Balart) are climate realists with virtually no prospects of primary challenges. A third climate realist (Carlos Curbelo) appears to be neck-and-neck with Democratic Rep. Joe Garcia for the seat just south of Miami out to the Keys. **Compared to other states, there are fewer obstacles to organizing grassroots education and validator endorsements; Anthony is pursuing both an activist Leadership Circle and a high-profile Advisory Council.**

- Wisconsin: Kevin Croswhite (staff) is E&EI's most junior partner but a capable operative who has quickly become one of our most articulate spokespersons. Kevin found us after spending four years (from 18-22) working his way up in Republican campaigns around the state. During the 2011 recall elections, Kevin ran all data analytics and targeting for a state Assembly race and a state Senate race.

    - Since 2010, conservatives have controlled both chambers and the governorship. This November will be third gubernatorial election in Wisconsin in 4 years. A lot of outside money was invested in electing Republicans and surviving the public union strikes and ensuing recalls, including a $10 million Americans for Prosperity operation. This investment built powerful and organized Tea Party organizations, and their grassroots bases continue to command influence despite splintering. Governing conservatives are registering more and more "Sister Soulja" moments denouncing extreme Tea Partiers (such as the several elected officials and Party officials calling for Wisconsin to nullify federal laws or succeed from the Union). While these dynamics make it difficult for E&EI to recruit high-profile republicEN validators, we benefit from younger conservatives unsatisfied appetite for new, inventive solutions. Young operatives and ordinary College Republicans have only known civil war, and they are tiring of it; but they are also highly adept at grassroots organizing (from lots of practice over three state elections, a presidential, Act 10, and school vouchers). **Kevin's initial focus is coordinating a youth-focused Leadership Circle for grassroots programming.** Kevin has so-far recruited 12 conservative under-30s to join our Milwaukee/Kenosha Leadership Circle. They have begun meeting regularly to plan fall activities and delegate action responsibilities such as campus tabling and letter drives.

- Illinois: Doug O'Brien (contractor) is E&EI's most senior and experienced political professional. Doug currently doubles as the Executive Director of Exelon's non-profit arm, the Illinois Clean Energy Association, as well as advises Americans for Prosperity—Illinois. Doug served three years as then-Rep. Mark Kirk's chief of staff, and he has spent the ten years hence lobbying for Illinois companies and educating Illinois residents about clean energy.

- Illinois is a blue state which occasionally elects moderate Republicans to state-wide office. Tea Party elements are strong in southern Illinois (e.g., Joe Walsh), and active in metro Chicago, but the big-name and big-money Republicans are more moderate, business-oriented, and based in Chicago. The several attractive districts in metro Chicago (Reps. Kinzinger, Hultgren, Roskam, and former Rep. Dold if he wins again), as well as the couple attractive districts in central Illinois (Reps. Shock and Davis) are all anchored to Chicago for money and support. These influential "Mark Kirk Republicans" in the Chicago area are all behind Bruce Rauner, the billionaire, moderate, Republican gubernatorial nominee. "Softening the edges of the Republican brand" is a common narrative among these high-level backers. Doug believes that, **given these circumstances, the most efficient method of organizing in Illinois starts with assembling a grasstops Advisory Council of validators to publicly endorse and privately meet with multiple Members of Congress.**

Digital strategy

Our digital strategy for growing the republicEN movement relies heavily on data analytics and optimization to continuously improve the republicEN experience, optimize our content and action touchpoints, and drive down promotional costs per recruit. RepublicEN.org and all our social-media profiles are linked to a central movement database on the Hubspot platform. This allows us to segment our audience based on their social engagement and provide tailored resources; i.e. Twitter material for republicENs active on Twitter.

As republicENs and potential republicENs engage with each other and with E&EI, Hubspot allows us to create member profiles and tailor content to suit a member's interests or level of activity. As we experiment with new content, new action opportunities, and new messaging, we will learn what works and with which segments of our base. These insights will help us find the sweet spots for orchestrating recruitment campaigns with narrowly-targeted paid promotions thus driving down our Cost Per Acquisition.

Content and action calendars

Concurrent with the rollout of republicEN.org, E&EI will commence a regular schedule of touchpoints with republicENs via email and social media. Starting in September, we will begin testing different series of thematic content. We will have monthly roster of scheduled emails and social-media content. We will drop series that underperform, and tweak series that perform well to perform even better.

Touchpoints across all platforms fall into three action categories:

1) Spread the word -- Sharing via email or social media is the trackable action for content intended to inform or entertain (e.g. memes, newsletters, republicEN spotlights).
2) Add your voice – Opportunities to identify as republicEN (e.g. vote in surveys, use a twitter hashtag, sign letters or petitions, upload your picture to our web collage)
3) Show up – Opportunities to engage with republicENs (e.g. social events, talks, Leadership Circle meetings)

Choosing expansion regions

Florida, Wisconsin and Illinois hubs are the priority for the remainder of 2014. After the chips fall in 2014 elections, E&EI plans to invest in the groundwork for new hubs (1-2 to start). Several considerations are important to choosing target states and regional hubs therein:

- Success rates of local republicEN promotions and calls to action, and the numbers of local republicENs on our list;
- The prospects for high-impact "energy freedom" or related educational campaigns that excite base conservatives, build local credibility, and create opportunities for local efficacy on clean-energy issues;
- The conservative credibility and political/committee influence of the incumbent Member(s) of Congress from both chambers;
- The public position (and candid position, if known) of the Member(s) of Congress on the validity and importance mainstream climate science;
- The relative "safety" of the district(s) to primary and general-election challenges;
- The immediate relevance of climate-change impacts to the local district(s);
- The power of entrenched local opposition forces, like major AFP operations and coal mining;
- The program-mobilization assets and demographic characteristics of the district(s) (i.e. population density, the number of universities, the past successes of grassroots campaigns); and
- The proximity of multiple other climate-realist Members' districts

No area performs well across all relevant considerations. We have to make trade-offs. As of mid-2014, several hub-expansion prospects are on our radar. We are still bullish on expansion to Ohio, Tennessee, and Michigan – as we described in our previous proposal – but our comparative experiences in Florida and Wisconsin are teaching us about the motivational power of issue salience. Expansion to other areas of coastal Florida is attractive, especially if we are successful launching a Coastal Resiliency Caucus and generating momentum in Miami on a state-wide Ratepayer Bill of Rights. After the election, the southern half of Florida could have as many as seven districts represented by climate-realist Republicans (assuming Carlos Curbelo were to win the general election in FL-26).

Supporting activities

Advisory council

Earlier this year, E&EI formed an Advisory Council. Advisors help us network to reach new validators, and counsel us on strategy, tactics and message.

Ten respected conservatives have so-far joined the advisory council. We plan to make quality additions over time as we gather more support.

- Jon Adler http://en.wikipedia.org/wiki/Jonathan_H._Adler
- David Bailey http://elementviconsulting.com/who-we-are/
- Richard Crespin http://bclc.uschamber.com/profile/richard-crespin

- Joe Dominguez http://www.exeloncorp.com/peopleandculture/leadershipteam/dominguez.aspx
- Adam Keiper http://www.eppc.org/fellows-scholars/adam-keiper/
- Bill Lacy http://en.wikipedia.org/wiki/Bill_Lacy
- Eli Lehrer http://www.rstreet.org/about/staff/eli-lehrer/
- Claudia McMurry http://en.wikipedia.org/wiki/Claudia_A._McMurray
- Julian Robertson http://en.wikipedia.org/wiki/Julian_Robertson
- John Rowe http://en.wikipedia.org/wiki/John_Rowe_(Exelon)

Media Communications

E&EI will promote its message, events and papers through online media and through earned media on radio and television. We will focus on conservative networks but accept opportunities with mainstream media as well since both have tactical benefits. We are developing a reputation as one of the go-to conservative voices on climate, and we hope to build upon that progress with higher-profile media in the months.

Town-and-Gown Events

E&EI will continue to sponsor and participate in events that gather conservatives to discuss climate and energy policy. E&EI participated in dozens of these events last year at universities and colleges, policy groups and other venues. We will continue to use events to engage with College Republicans, Federalist Societies, business and policy groups, business executives, evangelicals, former elected officials, and others. In addition to laying claim to the future, we hope that our work among college students, law students, business school students and young evangelicals equips them to be ambassadors to their parents and grandparents.

Educational outreach to thought leaders and on Capitol Hill

We do not spend a lot of time on the Hill. Our primary deliverable is a grassroots movement, which we believe is necessary before Hill education is effective. However, there are four types of members/offices with whom we actively seek meetings; in order of priority:

1. To educate / develop relationships with key Members/offices in target regions (e.g. Rep. Ros-Lehtinen and Sen. Rubio in FL).
2. To educate / develop relationships with Members/offices in the states of our target regions (FL, WI, IL) but as of yet outside E&EI's programming area (e.g. Reps. Posey, Rooney, Buchanan and Bilrakis in FL).
3. To educate / develop relationships with Members/offices in potentially targetable regions who are climate realists (e.g. Sen. Alexander), natural-gas leaders (e.g. Rep. Turner), true market purists (e.g. Sen. Flake), and/or governing-caucus Rs from vulnerable districts (e.g. Rep. Rigell).
4. To engage with and gather information from Members/offices with whom Bob Inglis (or E&EI staff) has a personal relationship

Young Conservative Writing Contest

We hope to build upon the success of E&EI's 2013 writing contest for young conservatives. As of 7/1/2014, our 2014 contest has closed and submissions are under review. We will engage a few members of our Advisory Council in the selection of a winner ($5,000) and runner-up ($1,000). Selections will be made in July/August with an announcement to follow, accompanied by video and media profiles of our winners and their perspectives. Future contests will be branded republicEN, and starting in 2015 we hope to experiment with a regular schedule of mini-contests.

Planned Spending Through 2014

Attached with this proposal is a report on E&EI's activities and spending during the period of our previous Energy Foundation grant: May 2013 through February 2014. Had we applied in February for 2014 funding, we would have presented 2013 spending and a full-year 2014 projection. However, we are requesting in July grant funds for the partially retroactive period of March to December. About half of this prospective grant period has already elapsed. To avoid a reporting gap, in our proposed budget we are including actual spending figures for the first two quarters of 2014 (January through June), as well as projected spending for the second half of 2014.

E&EI remains grateful to the Energy Foundation for gracious flexibility on grant periods. If this proposal is successful, and our new grant closes at year's end, then we will happily apply for support at the start of the calendar year with a full 2014 report and 2015 proposal. The current proposal only outlines work and spending for the remainder of 2014.

Three l line-items in our projected 2014 budget may require some explanation:

- **Online ad placement:** We are planning aggressive promotion schedule to commence soon after launching republicEN online platforms. These will be online targeted promotions and highly focused on target states.
- **Paper/Study commissioning:** We remain keen to publish a momentum-generating paper or study but have yet to find a project and author we deem to be worth the cost. Until we find an exciting opportunity, we will continue to reallocate funds to programming needs.
- **Contractors on retainer:** Initially E&EI anticipated the hire of full time state directors in Illinois and Florida, as well as a full-time digital director. For the near to medium term, we have decided to fill these roles with contractors.

As of July 1, 2014, E&EI's cash balance is $876,000; however, only about $500,000 is liquid. We are required by George Mason University to fund, in advance, salary and fringe costs for the contract periods of our employees. Contracts must be at least 6 months in length, and we fund the salary accounts and reissue contracts about 2-3 months from contract expiry. In other words, at any given time, George Mason renders illiquid between $200,000 and $400,000 of E&EI funds.

Our projected spending for the remainder of 2014 totals $844,000. We plan to make up for this 2014 mismatch between $500,000 liquid dollars and $844,000 in expenses. In addition to the Energy

Foundation, we are soon due to return to Julian Robertson and other individual donors. If fundraising slows or we are unable to make up the shortfall, we will turn to trimming large variable line-items like ad placement, hub offices, and video production.

GRANT AGREEMENT

010430
Subgrant

This Grant Agreement ("Agreement") is made by and between the [redacted] a Delaware non-profit corporation, with offices at [redacted] and the George Mason University Foundation, Inc. ("Foundation/Grantee") for the benefit of the Energy and Enterprise Initiative, Center for Climate Change Communication, George Mason University (Mason) [redacted] Foundation/Grantee and Mason individually are a "party" and collectively are the "parties").

RECITALS

A. [redacted] is a nonprofit corporation organized and operated for charitable, scientific, literary or educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code ("Code") and desires to provide a grant to Grantee to conduct educational activities;

B. The parties hereto recognize that every effort shall be made to safeguard the integrity of [redacted] tax status under section 501(c)(3) of the Code; and,

C. [redacted] Grant is subject to the restrictions enumerated below, and is made upon the condition that Grantee comply with the reporting and record-keeping requirements enumerated below.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, [redacted] and Mason agree as follows:

1. **EFFECTIVE DATE:** This Agreement shall be effective as of January 1, 2018 (the "Effective Date"). The term of this Agreement shall be from the Effective Date through December 31, 2018.

2. **GRANT:**

2.1 [redacted] agrees to make available to the Grantee, grant funds in a total amount not to exceed Seventy-Five Thousand Dollars ($75,000.00) (the "Grant") for the purpose and on the terms and conditions set forth in this Agreement.

2.2 The Grant is provided to support the project described in Attachment 1 to this Agreement (the "Project"). The Grant shall be used solely for the purposes and activities described therein. Grantee shall be solely responsible for ensuring that all applicable provisions of this Agreement are passed on to any subgrantees or subcontractors involved with the Project.

2.2 In order to receive the Grant, Foundation must have received a ruling from the Internal Revenue Service confirming that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code and that the organization is not a private foundation or Type III supporting organization as defined in section 509(a) of the Internal Revenue Code. In the event there is any change in Foundation's tax-exempt status, it will immediately notify [redacted]

2.3 Any significant changes, additions or deletions to any part of the Project, including goals, objectives, activities, outcomes, timetable or budget (cost category change if more than 10%) as set forth in Attachment 1, must be approved in writing by [redacted] Grantee will notify [redacted] if there is a change in key personnel essential to the ongoing administration of the Project. If there is any question as to the significance of a particular change, please contact [redacted]

2.4 [redacted] and Grantee may agree in writing to modify the objectives, methods or timeline of the Project for which Grant has been awarded.

2.5 Mason and Grantee agree to use the Grant provided under this Agreement only for the Project. Grantee may not use the Grant to influence the outcome of any election for public office or to carry on any voter registration drive. Mason acknowledges that the Grantee has not earmarked the Grant to support lobbying activities or to otherwise support attempts to influence legislation as defined by the Internal Revenue Service or the Lobbying Disclosure Act. Mason further acknowledges that, if there are multiple funders for the Project, Grantee will expend at least the amount of the Grant on non-lobbying activities.

2.6 Mason shall have the exclusive right to select subgrantees and subcontractors to assist with the Project. Grantee is responsible for all acts and omissions of any of its trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project and ensuring their compliance with the terms of this Agreement.

3. PAYMENT:

3.1 Provided that the terms and conditions of this Agreement are met and continue to be met during the term, the Grant will be paid to Foundation/Grantee for the benefit of Mason as follows: (a) Seventy-Five Thousand Dollars ($75,000.00) by January 12, 2018.

3.2 Checks for Grant payments to Grantee shall be made payable to George Mason University Foundation and sent to George Mason University Foundation, Inc., MS 1A3, 4400 University Drive, Fairfax, Virginia 22030.

3.3 Foundation will treat the Grant as a restricted asset. [redacted] may, in its reasonable discretion, modify payment dates or amounts and will notify Grantee of any such changes in writing. Time is of the essence of this Agreement.

4. CONSULTATION AND REPORTS:

4.1 [redacted] designated representative ("Designated Representative") for consultation and communications with Foundation/Grantee and Mason is Chris Carter, or such other person as [redacted] may from time to time designate in writing to the Researcher.

4.2 [redacted] expects that Mason remain in contact with [redacted] on a regular basis as to the use of the Grant over the term of this Agreement. However, the following are mandatory reports required over the life of the Grant or the Grant could be placed in jeopardy and could be subject to termination as provided herein: April 15, 2018; July 15, 2018; October 15, 2018; and, January 15, 2019. The first three reports shall cover the prior quarterly period, and the last report shall cover all of 2018 and include a financial report detailing how the Grant funds have been spent during the year.

4.3 Mason and Grantee will maintain complete and accurate accounting records and copies of any reports submitted to [redacted] relating to the Project. Such records and reports shall be retained for four (4) years after the Grant has been fully spent. At [redacted] request, Mason and Grantee will make such records and reports available to enable [redacted] to monitor and evaluate how the Grant has been used or committed.

4.4 If during the term of this Agreement, Mason is audited by its internal audit department or by a third party, Mason will provide the audit report to [redacted] upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("Remediation Plan"). The Remediation Plan must include (a) details of actions Mason will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

5. TERMINATION AND REPAYMENT OF GRANT: The following conditions apply in the event that [redacted] must terminate and seek repayment of the Grant:

5.1 [redacted] retains the right to terminate the Grant at any time if Foundation/Grantee ceases to be exempt from federal income tax as a 501(c)(3) organization.

5.2 [redacted] further retains the right to terminate the Grant at its sole discretion if it determines that Mason or Grantee have made any misrepresentation or misappropriated funds from the Grant; or if it judges the Grantee to be unable to carry out the purposes of the Grant, ceases to be an appropriate organization to carry out the purposes of the Grant, or fails to comply with any of the conditions or terms of this Agreement.

5.3 Should termination of the Grant occur for any reason, Mason will provide [redacted] within thirty (30) days from the date of the termination with a full accounting of the receipt and disbursement of the funds and expenditures incurred under the Grant through the effective date of termination.

5.4 Foundation shall repay any portion of the Grant which is not used for the purpose of the Project and shall also expect to repay any portion, including any earnings, which are not expended by the Grantee for the purposes of this Grant within one year of the date of [redacted] payment. Such repayment shall be made by Foundation immediately after receipt of [redacted] demand therefore.

6. PUBLICITY:

6.1 [redacted] may include information about the Grant, including Mason and Grantee's names, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures.

6.2 Mason and Grantee must obtain [redacted] prior written approval before: (a) issuing a press release or other public announcement regarding the Grant; and, (b) any other public use of the [redacted] name or logo.

6.3 Any subgrantees, subcontractors, contingent workers, agents, or affiliates involved with the Project may not state or imply to third parties that [redacted] directly funds or otherwise endorses their activities.

7. **USE OF PROJECT RESULTS:** Intentionally Omitted

8. **COMPLIANCE WITH LAWS:**

8.1 In carrying out the Project, Mason and Grantee will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

8.2 Mason and Grantee will not use the Grant provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) with countries against which the U.S. maintains comprehensive or targeted sanctions, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by [redacted] in its sole discretion.

8.3 Mason and Grantee will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to [redacted] or the Project, including by assisting any party to secure an improper advantage.

9. **INDEMNIFICATION:** [redacted] is a funding source only and does not participate in or direct any of the activities or services of Mason and Grantee. Accordingly, Mason and Grantee understand and agree that [redacted] its directors, officers, employees and agents will not be liable for any of Mason and the Grantee's contracts, torts, or other acts or omissions, or those by Mason and Grantee's directors, officers, members, employees or agents. Mason and Grantee understand and agree that [redacted] insurance policies do not extend to or protect Mason and Grantee and their directors, officers, members, staff or agents. [redacted] will not provide any legal defense for Mason and Grantee in the event of any claim against any or each of them. Unless prohibited by law, Mason shall hold [redacted] harmless from all liability, including but not limited to costs of defense, from the contracts, torts or other acts or omissions of Mason and the Grantee, its employees, directors, officers, employees or agents in any way connected with any activity, including without limitation, the Grant. This Section 9 shall survive termination of this Agreement.

11. **ATTACHMENT:** Attachment 1 is incorporated and made a part of this Agreement for all purposes.

12. **GENERAL:**

12.1 This Agreement may not be assigned by either [redacted] or Foundation without the prior written consent of the other party; provided, however, Foundation may assign its right to receive payments hereunder to the extent it does not jeopardize [redacted] tax-exempt status.

12.2 This Agreement constitutes the entire and only agreement among the parties relating to the Project, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

12.3 Provision of this Grant does not imply any future funding commitment by [redacted]

12.4 Any notice required by this Agreement shall be given by prepaid, first class, certified

mail, return receipt requested; by electronic mail, using a delivery receipt; or by overnight courier, addressed in the case of Foundation/Grantee to:

Susan Van Leunen
George Mason University Foundation, Inc.
4400 University Drive
MSN 1A3
Fairfax, VA 22030
Email: mvanleun@gmu.edu
Phone: 703-993-8702

or in the case of [redacted] to:

[redacted]

or at such other addresses as may be given from time to time in accordance with the terms of this notice provision.

12.5 This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the Commonwealth of Virginia.

12.6 If any provision contained in this Agreement is held invalid, unenforceable or contrary to law, then the validity of the remaining provisions of this Agreement shall remain in full force. In such instance, the parties shall use their best efforts to replace the invalid provision(s) with legally valid provisions having an economic effect as close as possible to the original intent of parties.

12.7 This Agreement may be executed in multiple counterparts all of which when taken together shall constitute one Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

[Signatures Follow on Next Page]

[redacted]

GEORGE MASON UNIVERSITY FOUNDATION, INC.

By: Susan Van Leuven

Name/Title: Susan Van Leuven, CFO

Date: 12.20.2017

Read and agreed to the responsibilities of the Mason:

By: _____

Name/Title: _____

Date: _____

Attachment 1 – Project Description

The Energy and Enterprise Initiative provides educational programming and resources to advance public understanding of free-enterprise approaches to solving climate change. The Initiative primarily educates Americans who identify as conservative or who align with right-of-center causes. The Initiative reaches conservatives with local event programming, media exposure, targeted outreach, right-of-center partnerships, and the creation and promotion of content on social media. These public activities are conducted under the banner of "republicEn.org," a no-fee membership community that the Initiative created to be the home-base for pro-climate-action conservatives. The Initiative furnishes republicEn members with educational resources (e.g. *EcoRight News* alerts and *Week En Review* newsletter) and opportunities to get involved with events, media outreach, Congressional education, and social-media campaigns. At the end of 2017, republicEn.org remains America's only conservative grassroots network focused on climate change.

010436(2)

Alliance for Market Solutions
601 Pennsylvania Avenue NW
South Building, Suite 928
Washington, DC 20004

Energy and Enterprise Initiative
George Mason University
MS 6A8
Fairfax, VA 22030
Attention: Bob Inglis

Dear Bob:

We are pleased to inform you that Alliance for Market Solutions Foundation, Inc. ("***we***") have agreed to make a grant of $37,500 (the "***Grant***") to George Mason University ("***you***") for the period July 1-December 31, 2017. This Grant supersedes the grant made to you by [redacted] pursuant to your grant proposal sent to [redacted] on December 19, 2016 (the "***Proposal***") entitled [redacted] (the "***Project***") and subject to the terms and conditions set forth in this agreement letter. [redacted] is not a party to this agreement letter.

1. Payments

As long as, in our judgment, the terms and conditions set forth herein continue to be met, we will provide to you $37,500 in July 2017.

2. Your Tax Status

The Grant is conditioned on our understanding that you are an organization exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code (the "***Code***") and are not classified as a private foundation under Section 509(a) of the Code because you are a "public charity" described in Section 509(a)(1) or (2).

3. Purpose of the Grant

The Grant is made to help you achieve the objectives of the project described in the Proposal, and you will perform best efforts to achieve such objectives. No part of the Grant may be used for any purpose other than those for which the Grant is intended. We may require you to repay promptly any part of the Grant funds used in contravention of the express terms of this agreement letter. Notwithstanding anything herein, you agree to use the Grant solely for purposes described in Section 501(c)(3) of the Code.

4. Reporting

You will provide us with two reports, due on October 15, 2017 and January 15, 2018, each covering the prior quarterly period. Each report will provide a summary of your progress made in accomplishing the purposes of the Grant, including a summary of your progress toward your objectives, key events, accomplishments, challenges and failures, if any, during the relevant period. In addition, the January 15, 2018 report will include a financial report detailing how the Grant funds have been spent.

After receiving a report, we may request that you discuss it with us. You also will provide us with copies of any key documents produced during the Project, as well as informal updates as we may request from time to time.

You will keep records of expenditures and copies of the reports submitted to us until December 31, 2021, and you will make your books, records and supporting documentation related to the Grant available to us upon our reasonable request and at reasonable times until December 31, 2021.

5. Material Changes

In addition to the scheduled reports, you will promptly inform us of any change in (i) your legal or tax-exempt status, (ii) your key personnel working on the Project, or (iii) external circumstances that may have a material impact on your ability to achieve the purposes for which the Grant is made. If, in our view, any such change jeopardizes the successful completion of the Project, we reserve the right, at our option, to revise the scope of your work, by mutual agreement with you, or to terminate our funding.

6. Additional Conditions

We may desire public recognition for our role in funding this project described in the Proposal. You agree to accommodate our reasonable requests in this regard.

7. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

If you accept the terms of this agreement, please countersign a copy of this agreement letter and return it to us. We are very excited about this project and look forward to seeing the results.

Best regards,

Alex Flint
Executive Director

I am authorized to act on behalf of George Mason University Foundation, Inc. and hereby acknowledge and accept, in the name and on behalf of George Mason University, the foregoing terms and conditions of the Grant.

Signature: Susan Van Leuven

Name: Susan Van Leuven

Title: CFO, George Mason University Foundation, Inc

Date: June 30, 2017

FIDELITY Charitable
Make more of a difference

FF 010437 A

P.O. Box 770001
Cincinnati, OH 45277-0053

ENV 750000002
KELLY MCCASKILL
GEORGE MASON UNIVERSITY FOUNDATION INC
COLLEGE OF HUMANITIES
4400 UNIVERSITY DRIVE
MSN 3A3
FAIRFAX, VA 22030

December 5, 2012

Dear Colleague:

Enclosed is a check in the amount of $150,000.00. This Fidelity Charitable grant is made possible through the generosity and recommendation of a Fidelity Charitable donor who wishes to remain anonymous.

Designation: Research Support

Grant Terms: No goods, services or more than incidental benefits may be provided in exchange for this grant. This grant may not satisfy a legally enforceable obligation/pledge. This grant may only support purposes deemed by you to be 100% tax deductible.

Please do not issue an acknowledgement or a tax receipt to Fidelity Charitable for this grant.

Fidelity Charitable is a public charity with a donor-advised fund program. Donors make irrevocable and tax-deductible contributions to Fidelity Charitable, which are owned and controlled by Fidelity Charitable in a segregated account known as a "donor-advised fund." Our donors exercise the privilege of, among other things, recommending grants to qualified public charities.

[redacted]

FIDELITY Charitable™
Make more of a difference

010438A

P.O. Box 770001
Cincinnati, OH 45277-0053

ENV 750000002
KELLY MCCASKILL
GEORGE MASON UNIVERSITY FOUNDATION INC
COLLEGE OF HUMANITIES
4400 UNIVERSITY DRIVE
MSN 3A3
FAIRFAX, VA 22030

November 15, 2012

Dear Colleague:

Enclosed is a check in the amount of $200,000.00. This Fidelity Charitable grant is made possible through the generosity and recommendation of a Fidelity Charitable donor who wishes to remain anonymous.

Designation: Climatecast Initiative at Center for Climate Change Communication

Grant Terms: No goods, services or more than incidental benefits may be provided in exchange for this grant. This grant may not satisfy a legally enforceable obligation/pledge. This grant may only support purposes deemed by you to be 100% tax deductible.

Please do not issue an acknowledgement or a tax receipt to Fidelity Charitable for this grant.

Fidelity Charitable is a public charity with a donor-advised fund program. Donors make irrevocable and tax-deductible contributions to Fidelity Charitable, which are owned and controlled by Fidelity Charitable in a segregated account known as a "donor-advised fund." Our donors exercise the privilege of, among other things, recommending grants to qualified public charities.

[redacted]

FIDELITY Charitable
Make more of a difference

010438 B

P.O. Box 770001
Cincinnati, OH 45277-0053

ENV 750000020
KELLY MCCASKILL
GEORGE MASON UNIVERSITY FOUNDATION INC
COLLEGE OF HUMANITIES
4400 UNIVERSITY DRIVE
MSN 3A3
FAIRFAX, VA 22030

February 25, 2013

Dear Colleague:

Enclosed is a check in the amount of $75,000.00. This Fidelity Charitable grant is made possible through the generosity and recommendation of a Fidelity Charitable donor who wishes to remain anonymous.

Designation: Climatecast Initiative at Center for Climate Change Communication

Grant Terms: No goods, services or more than incidental benefits may be provided in exchange for this grant. This grant may not satisfy a legally enforceable obligation/pledge. This grant may only support purposes deemed by you to be 100% tax deductible.

Please do not issue an acknowledgement or a tax receipt to Fidelity Charitable for this grant.

Fidelity Charitable is a public charity with a donor-advised fund program. Donors make irrevocable and tax-deductible contributions to Fidelity Charitable, which are owned and controlled by Fidelity Charitable in a segregated account known as a "donor-advised fund." Our donors exercise the privilege of, among other things, recommending grants to qualified public charities.

[redacted]

Giving.

VANGUARD CHARITABLE ENDOWMENT PROGRAM

P.O. Box 55766
Boston, MA 02205-5766
888-383-4483 • Fax: 866-485-9414
www.vanguardcharitable.org

Ms. Dianne Thornburg
George Mason University Foundation, Inc.
MS-1A3
4400 University Drive
Fairfax, VA 22030-4422

0104380

February 27, 2013

Dear Ms. Thornburg:

I am pleased to attach a grant to your organization from Vanguard Charitable. An account advisor to Vanguard Charitable who wishes to remain anonymous recommended the grant.

Grantee Organization:	George Mason University Foundation, Inc.
Amount:	$75,000.00
Grant Purpose:	Specific Project: Climatecast Initiative at Center for Climate Change Communication

This grant is being made by Vanguard Charitable to be used by your organization exclusively in furtherance of its charitable purposes. By accepting this grant, your organization certifies that the funds will not be used or applied to provide more than an incidental benefit to any individual who is not an appropriate beneficiary of your organization's charitable programs. Your organization should not provide a tax substantiation letter in connection with this grant.

Vanguard Charitable funds may not be used for the support of terrorist or other unlawful activities, including, without limitation, to provide services or support of any kind or to make to any payment, directly or indirectly, to persons, parties or entities that are on the Specially Designated Nationals list maintained by the U.S. Office of Foreign Assets Control (OFAC) or in any other manner that violates any statute, Executive Order, or regulation relating to sanctions administered by OFAC.

It is gratifying to be able to assist you in your work. Representatives are available Monday through Friday at **888-383-4483**, and our current hours and other contact information can be found at **vanguardcharitable.org/contact**.

Sincerely,

Benjamin R. Pierce
President

Attachment

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The Value in Giving®

Vanguard Charitable

P.O. Box 55766
Boston, MA 02205-5766
p 888-383-4483
f 866-485-9414
vanguardcharitable.org

Ms. Dianne Thornburg
George Mason University Foundation, Inc.
MS-1A3
4400 University Drive
Fairfax, VA 22030-4422

0104382

January 2, 2014

Dear Ms. Thornburg:

I am pleased to attach a grant to your organization from Vanguard Charitable. An account advisor to Vanguard Charitable who wishes to remain anonymous recommended the grant.

Grantee Organization:	George Mason University Foundation, Inc.
Amount:	$200,000.00
Grant Purpose:	Specific project: Climatecast Initiative at Center for Climate Change Communication

This grant is a gift from Vanguard Charitable and must be used by your organization exclusively for charitable purposes. By accepting this grant, your organization agrees to the following:

- No donor or account advisor, individual related to a donor or account advisor or any other individual will receive any **impermissible benefit** in connection with this grant. This includes, but is not limited to, tickets or admission to events, museums or sporting events, goods at charitable auctions, dues that result in more than incidental benefit, and tuition. This also includes goods or services that, if rendered or received in exchange for a donation, would reduce the donor's charitable deduction.
- No individuals, organizations, or other entities will receive a tax substantiation letter from your organization in connection with this grant, including the parties named in this letter.
- If your organization is uncertain whether this grant can be used purely for charitable purposes, a representative from the organization will refer to Vanguard Charitable's *Policies and guidelines* booklet or contact Vangaurd Charitable at 888-383-4483.

Vanguard Charitable funds may not be used for the support of terrorist or other unlawful activities, including, without limitation, to provide services or support of any kind or to make to any payment, directly or indirectly, to persons, parties or entities that are on the Specially Designated Nationals list maintained by the U.S. Office of Foreign Assets Control (OFAC) or in any other manner that violates any statute, Executive Order, or regulation relating to sanctions administered by OFAC.

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(continued on next page)

[redacted]

[redacted]

010439A

November 10, 2016

Dr. Janet Bingham
President and Vice President of Advancement Alumni Relations
George Mason University Foundation, Inc.
4400 University Drive MS1A3
Fairfax, VA 22030

Dear Dr. Bingham:

Congratulations! I am pleased to inform you that [redacted] has approved a grant of $300,000 to George Mason University Foundation, Inc. for the Increasing the Capacity of Medical Societies to Advance Climate Change Solutions project for the period November 1, 2016 through October 31, 2018. Your grant has been assigned request number [redacted] Our staff looks forward to continuing our communication with you as you are engaged in this important work.

[redacted] is the Program Department staff member assigned to your grant and will serve as your primary contact at the Foundation. In addition, staff of our Grants Management Department will be pleased to assist you should questions arise concerning your [redacted] grant. Upload required grant reports (described in the "Reporting" section below) to the requirements section on the grantee portal at [redacted]

Grant Payments and Conditions

Upon our receipt of your signed acceptance of this Grant Agreement, we will pay your grant as follows:

Scheduled Date	Amount
12/15/2016	$150,000.00
11/30/2017	$150,000.00

*Note that the first payment will be scheduled within 30 days of receipt.

We will make payments on the grant upon our receipt and approval of any required reports, provided your organization has maintained its U.S. Internal Revenue Status (IRS) tax status as a public charity or governmental agency.

We reserve the right to cancel, modify, or withhold any payments that might otherwise be due under the grant, to require a refund of any unexpended funds, or both, if in our judgment any of the following occur:

- Grant funds have been used for purposes other than those specified by this Agreement;
- Such action is necessary to comply with the requirements of any law or regulation affecting your organization's or our responsibilities under this grant or to avoid the imposition of penalties or excise taxes; or
- Your organization's performance under this grant has not been satisfactory.

Reporting

Our staff looks forward to learning about the progress of your work under this grant. Please remember that for accounting and financial reporting purposes, this grant is restricted to the period November 1, 2016 through October 31, 2018.

We require the following grant report(s) to be submitted:

[redacted]

Report Type	Due Date
Interim Report	October 31, 2017
Final Report	December 31, 2018

The report(s) must include both a narrative update and a financial report (as described below), which must be submitted together.

Please provide a narrative report summarizing your progress toward achieving the goals of the project, including progress against the following objectives:

1. Organizing a retreat for communications staff of all societies during the summer of 2017 to provide them education and training on climate change and health;

2. Launching and maintaining the Consortium website;

3. Conducting a national public relations campaign and social media launch in conjunction with the Consortium's launch event;

4. Supporting Consortium members in their engagement on climate change and health; and

5. Tracking metrics of Consortium members' engagement on climate change and health, including the extent to which a commitment to a clean energy future, including actions to protect the health of vulnerable communities, is reflected in societies' education materials to its members and the public and the extent to which Consortium societies and their member actively engage with internal, state and national policy around climate change and health issues.

Please provide a financial report describing expenditures against the approved budget of $600,000.00 submitted on October 28, 2016 (which may be greater than the amount of the [redacted]. Your financial report must display the approved project budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. If the approved budget covers multiple years, each submitted financial report should include cumulative expenditures since the beginning of the grant period. For the final report, we ask that you explain all overrun variances that exceed either $1,000 or ten percent of the budgeted line item amount.

Grant Accounting Requirement

You are required to maintain financial records and supporting documentation for expenditures and receipts related to this grant for five years after the grant end date. You also are required to permit us to have reasonable access to your files, records, and personnel during the term of this grant and for five years thereafter.

Use of Grant and IRS Requirements

Under United States law, [redacted] grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes within the meaning of the Internal Revenue Code of 1986, as amended ("IRS Code"). This grant is to be expended solely in support of the objectives detailed in your proposal submitted on October 28, 2016, as amended or amplified during the review process. Foundation grant funds may not be used to carry on propaganda or any voter registration drive, or otherwise attempt to influence any legislation or election, within the meaning of the IRS Code.

By accepting this grant, you certify that, to the best of your knowledge, your organization, members of your governing body, your staff, and any consultants/contractor(s) for your project do not advocate, plan, sponsor, commit, threaten to commit, or support terrorism. By your acceptance of this grant, you agree to provide us with information required for us to comply with Executive Order 13224, the USA Patriot Act, and other applicable laws, administrative rules, and Executive Orders. By accepting this grant, you further agree that all funds, including sub-awards to sub-recipients, will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders. In this regard, you agree to take reasonable steps to ensure that no person or entity expected to receive funds in connection with this Grant Agreement is designated on (a) the Annex to Executive Order No. 13224, as amended or supplemented from time to time, or (b) the Lists of Specially Designated Nationals or Blocked Persons maintained by the Office

[redacted]

of Foreign Assets Controls of the U.S. Department of the Treasury. Finally, you certify that you will not provide material support or resources to an individual or entity that you know, or have reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, and will immediately cease such support if an entity is so designated after the date of this Grant Agreement.

Acceptance

By signing and returning a copy of this Grant Agreement, you are agreeing to the grant conditions as stated in this Grant Agreement and confirming that the project dates and referenced budget are correct. You also confirm that the project funded by this grant is under your complete control. Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of us, and further, that there does not exist an agreement, written or oral, under which we have caused or may cause the selection of a secondary grantee or consultant. This letter contains the entire agreement between your organization and The [redacted] and there are no terms or conditions, oral or written, governing the use of the grant funds other than those contained in this letter. We may withdraw this grant if we do not receive your acceptance within 30 days of the date of this Grant Agreement.

Please digitally sign this Grant Agreement and upload it to the requirements section of the grantee portal at [redacted] In digitally countersigning this Grant Agreement, you represent to us that you have the authority to digitally sign this Grant Agreement on your organization's behalf.

We look forward to working in partnership with you during the life of your grant and wish you much success in your work.

[redacted]

For George Mason University Foundation, Inc.

[redacted]

Susan Ann Lunn for

Janet Bingham
President and Vice President of Advancement Alumni Relations

Janet Bingham

ENERGY FOUNDATION
building a new energy future

010439 B

Grant Agreement
Terms and Conditions

Date: November 22, 2016

We are pleased to award the following grant.

Grant number:	G-1610-25322
Grantee:	George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc.
Address:	4400 University Drive, MSN 4C6 Fairfax, VA 22030-4806
Project Contact:	Ed Maibach Director
Phone:	
Email:	emaibach@gmu.edu
Grant Sector:	Public Engagement
Grant Amount:	$55,000.00
Time Period:	Six months, from November 1, 2016 to April 30, 2017

Grantee agrees and consents to the conditions of the proposal submitted to the Energy Foundation and to the following conditions of the grant:

Grantee shall use this grant solely for the purposes as expressed in George Mason Center for Climate Change Communication (4C)'s proposal document submitted to the Energy Foundation which incorporates a description of the project work to be provided, dated October 28, 2016, and project budget, dated October 28, 2016 to the Energy Foundation. It is understood that these grant funds will be used for such purposes substantially in accordance with the budget submitted. Grantee shall repay to the Energy Foundation any portion of the amount granted which is not used for the purposes of this grant.

The grantee agrees that no funds provided pursuant to this Grant Agreement may be used to contact, or urge the public to contact, members of a legislative body for the purpose of proposing, supporting, or opposing legislation; or to advocate the adoption or rejection of legislation. See Treasury Regulation section 1.501(c)(3)-1(c)(3)(ii).

Grantee ensures that the grant funds under this award will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. Grantee also agrees to take all reasonable precautions to ensure that any person or group expected to receive money from the grantee will neither make any payment nor provide any material support to any person on any United States government list of suspected terrorists.

Grant payment will be generated upon the Energy Foundation's receipt of the signed grant agreement.

A final financial report is due according to the schedule below. As standard practice, Energy Foundation does not require narrative reports for grants to public charities; however, the Foundation reserves the right to request narrative reporting in special circumstances where we believe the additional detail will help us better understand your work. The financial report should show revenues and expenses for both this grant and the project. Clearly show the amount funded by the Energy Foundation and how these funds have been spent according to the categories of the submitted budget. Use three columns for the report:

Column 1 -	Present the entire project budget (all sources of revenue and expenditures) as included in the original proposal;
Column 2 -	Present the actual revenue and expenditures for the project in total;
Column 3 -	Present the actual revenue and expenditures funded by the Energy Foundation grant only.

Final report is due as follows:

Final Financial report due no later than: July 1, 2017

If grantee intends to apply for a renewal grant, the Energy Foundation must receive an interim financial report along with the new grant application.

Grantee shall not use any portion of the funds granted to carry on propaganda or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, to influence the outcome of any specific voter registration drive, to make grants to individuals on a non-objective basis, nor for any non-charitable or non-educational purpose. Please include a positive disclaimer to both narrative and financial reports that no Energy Foundation funds were used for lobbying purposes.

Grantee shall notify the Energy Foundation of any organizational changes during the term of the grant, including, but not limited to, changes in key personnel, changes in tax status, and changes in the project timing or goals.

Grantee shall permit representatives of the Energy Foundation to visit the premises during normal business hours and review the activities of the Grantee with respect to the programs supported by this grant.

Grantee may announce receipt of this grant. Please furnish the Energy Foundation with any results of this announcement.

Please refer to grant number **G-1610-25322** in all future correspondence and reports which relate to this grant.

The board and staff of the Energy Foundation are pleased to be able to make this grant to your organization. Please sign and return one copy of this grant agreement as evidence of your understanding and agreement with the terms and conditions defined in this letter.

Carmelita Mitchell 11/22/14

Carmelita Mitchell — Date

Director of Grants

Signature — 12.05.2016

Date

President / Janet Bingham 703 993-8850

Print Name/Title — Direct Phone 703 993-8702

George Mason University Foundation, Inc. — Grant Number: G-1610-25322

ENERGY FOUNDATION

building a new energy future

Attachment A

Energy Foundation Grant G-1610-25322
to
George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc.,

Energy Foundation grants are not to be used for overhead costs or indirect expenses for universities.

This policy was passed at the November 1, 1991 Board of Directors' meeting.

Carmelita Mitchell 11/22/14

Carmelita Mitchell — Date

Director of Grants

Susan Cudlip Crumpton for James T. Bingham 12-05-2016

Authorized Signature/Title — Date

President, George Mason University Foundation, Inc.

PHYSICIANS FOR SOCIAL RESPONSIBILITY®
1111 Fourteenth Street Northwest Suite 700 Washington DC 20005

PSR®

1985 NOBEL PEACE PRIZE

telephone (202) 667-4260
facsimile (202) 667-4201
email: psrnatl@psr.org

0104390

2nbj
file

October 23, 2015

George Mason University Foundation
4400 University Drive
Fairfax, VA 22030

Dear Friends:

Thank you for the George Mason University Foundation co- sponsorship of the Climate Health Summit. Your support of $3,000 was received on October 9, 2015.

We were very pleased with the turnout and excitement that was engendered by so many expert speakers. Our over 200 participants were engaged and enjoyed networking both with the experts and with their colleagues. The skills, knowledge and enthusiasm that was created was heartening.

We very much appreciate the co-sponsorship to cover the expenses of AV, videographer, materials production and venue. It has been extremely helpful to work with the George Mason Center for Climate Change Communications. Their work in helping to organize this event and lending expertise was invaluable.

I'll look forward to working with the Center in follow up of this summit and other endeavors.

Sincerely,

Catherine

Catherine Thomasson, M.D.
Executive Director

It is so great to work with you!

cc: Mona Sarfaty, Ed Maibach

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010503A

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 2nd day of July, 1990 between Richard Rubenstein, Director, Center for Conflict Analysis and Resolution and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Center for Conflict Resolution account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Center for Conflict Resolution account are to be held in the George Mason University Foundation, Inc. The purpose of this account is support of the Center for Conflict Analysis and Resolution.

Procedures

The Director, Center for Conflict Analysis and Resolution will be the Project Director of this account in the George Mason University Foundation, Inc. All requests for disbursements from the Center for Conflict Resolution account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

Richard Rubenstein
Director
Center for Conflict Analysis
and Resolution

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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Mr. John C. Wood
Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

Bequest - Pledge
7,000 SCAR

010503B

WILL
OF
[redacted]

I, [redacted] of [redacted] hereby declare my wishes for the disposition of my property and assets after I die.

1. Executor of My Will

I appoint my brother, [redacted], to serve as the Executor of my will to act in my name, place, and stead in any way which I could do if I were personally present. If [redacted] is unable, unwilling or unavailable to act, then I designate my brother [redacted] to serve in the same capacity.

1.a Executor Responsibilities

(1) To access all documents needed to manage my assets including financial accounts and statements, legal documents, and computer records.

(2) To ask, demand, sue for, recover and receive all sums of money due or to become due.

(3) To make, execute, endorse, accept, and provide in my name all checks, notes, securities, stock certificates, certificates of deposit, bonds, acknowledgments, and any other agreements, certificates or instruments of any nature.

(4) To deposit and withdraw any sums to or from any bank, savings, or similar account maintained by me; and to conduct any banking transactions needed to manage my estate.

(5) To deal with all matters relating to insurance.

(6) To enter and take possession of any real or personal property belonging to me or to which I may be entitled, to redisposition any real or personal property according to the provisions of this will, and to otherwise dispose of the assets of my estate.

(7) To execute bills of sale, and any other agreements or instruments affecting any real or personal property, including my residence at [redacted].

(8) To take all steps and remedies necessary or appropriate for the conduct and management of my business and personal affairs, including payment of outstanding bills or debts, and collecting assets that are due to me.

(9) To employ agents, attorneys, accountants, investment counsel, and other persons and pay such compensation as is necessary.

[redacted] [redacted]

[redacted]

[redacted]

$ 7,000

George Mason University
School for Conflict Analysis and Resolution
4400 University Drive
Fairfax, VA 22030
(703) 993-8850

My Executor will distribute this money outright to George Mason University to be used exclusively for support of the School for Conflict Analysis and Resolution.

[redacted]

ONE FOUNDATION

125 Whitestick Road, Beckley WV 25801

010550A

August 1, 2013

Marc Q. Broderick
George Mason University
Center for Peacemaking Practice
4400 University Drive MSN 6E9
Fairfax, Virginia 22030

Dear Mr. Broderick,

One Foundation is thrilled to provide a grant of $7,000 for 2013 to support your work in WV. We look forward to learning more about your program... its successes and challenges ... over the coming months.

By signing and returning to us the enclosed copy of this letter, GMU is confirming that there have been no changes in your tax status since the IRS determination letter was issued and that GMU is a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code, and that it is not a "private foundation" as defined in Section 509(a) of the Code. Finally, you are also then confirming that the grant will be used as outlined above and solely for tax-exempt purposes.

It is a pleasure and honor to be a partner with you in this important effort. We look forward to engagement with you in the creative process of reflection, learning, and change as the work evolves. To further the reciprocal basis of our partnership, we seek ongoing communications about significant opportunities, challenges and outcomes. This can be an e-mail, quick phone call, or face-to-face meeting initiated by any of the partners. The purpose of this communication is to engage in dialogue, reflection, and joint problem-solving, not to judge or control. As we have discussed, we believe transformation is a shared journey and see our investment in this change process to be so much more than the check enclosed. Please feel free to contact me if you have questions or concerns.

For the One Foundation, partnership means developing the trust and confidence to share ideas – success and failures – openly and to learn together. We all come with biases and blinders and none of us know it all on our own. We believe we need others to be the best person we can be and ultimately achieve our shared vision.

Upon receipt of this signed grant agreement letter, we will disburse the grant.

Warm Regards,

Barbara Wyckoff

Barbara Wyckoff
Executive Director, One Foundation

Confirmed.

George Mason University officer signature

08-13-2013
Date

Foundation, Inc
David A. Roe, Chief Operating Officer
George Mason University Foundation, Inc

George Mason University
Officer name and title printed

010601

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into the 29th of November, 1984 with George Mason University Foundation, Inc., constitutes a statement regarding the use of awards to Dr. Walter Williams, Professor of Economics at George Mason University.

Purpose of the Fund

Awards deposited to the "Free Enterprise Account" are to be used only for the programs and projects of Dr. Walter Williams.

Procedures

Dr. Williams will be the Project Director of the Free Enterprise Account. No monies from the fund can be released without the authorization of the Project Director.

Any changes in the Memorandum of Understanding will be signed by the Project Director and the Director of Development on behalf of the George Mason University Foundation, Inc.

Dr. Walter Williams
Professor of Economics

Elizabeth Carlson Dahlin
Director of Development

4400 University Drive Fairfax, Virginia 22030 (703) 323-2443

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010615

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 2nd day of July, 1990 between James T. Bennett, Professor, Economics Department and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Bennett Research account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Bennett Research account are to be held in the George Mason University Foundation, Inc. The purpose of this account is provide research assistance for Dr. Bennett.

Procedures

James T. Bennett, Professor, Economics Department will be the Project Director of this account in the George Mason University Foundation, Inc. All requests for disbursements from the Bennett Research account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

James T. Bennett
Professor
Economics Department

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

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010618A

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 2nd day of July, 1990 between James M. Buchanan, Advisory General Director, Center for Public Choice and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Center for Public Choice account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Center for Public Choice account are to be held in the George Mason University Foundation, Inc. The purpose of this account is support of the Center for Public Choice.

Procedures

The Advisory General Director, Center for Public Choice will be the Project Director of this account in the George Mason University Foundation, Inc. All requests for disbursements from the Center for Public Choice account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

James M. Buchanan
Advisory General Director
Center for Public Choice

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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sub file: 010618C

[redacted]

September 5, 2013

Mr. David A. Roe
Chief Operating Officer
George Mason University Foundation, Inc.
4400 University Drive, MSN 1A3
Fairfax, VA 22030-4444

Dear Mr. Roe:

I take pleasure in advising you on behalf of our Trustees that [redacted] has authorized:

> A grant of up to Three Thousand Dollars ($3,000) to the George Mason University Foundation, Inc., 4400 University Drive, MSN 1A3, Fairfax, VA 22030-4444, to support a conference and memorial to honor Professor James Buchanan to be held September 28-29, 2013.

Acceptance of funds approved for payment carries the responsibility on your part to inform this office at the appropriate time of the completion of the project undertaken or the general results obtained at the end of one year, together with an accounting for the funds provided.

Disbursement can be made only **upon the specific written request** of the chairman of the department or director of the institute or other entity to which the grant was awarded. (Please see the enclosed Terms and Instructions for important disbursement details.)

The Foundation hopes that this assistance will prove helpful to your educational and research program.

Yours sincerely,

[redacted]

[redacted]
Enclosure

emailed to Lisa Hill Corley
09-27-13 sm

[redacted]

[redacted]

Please Read Carefully

GRANTS TO ORGANIZATIONS
General Terms and Instructions

1. The purpose of the Grants to Organizations Program is to extend financial aid to eligible nonprofit organizations

   (a) to conduct programs, workshops, or seminars at educational and research organizations;

   (b) to prepare papers and research materials to be presented or discussed by affiliated scholars and fellows before learned societies, conferences of scholars, and professional organizations;

   (c) to produce lectures, articles, monographs, books, or portions thereof that will either contribute to the education of interested members of the public, or constitute an advance in the state of available knowledge; and

   (d) in select cases, for general operating support.

   No grant shall be made to assist in executing any of the foregoing types of projects in such a way as would constitute carrying on propaganda, or otherwise attempting to influence legislation or any specific public election, or political activity.

   No grant shall be made for a period in excess of twelve (12) months, but, upon the request of a grantee, the Foundation may extend the period covered by a grant previously made.

   It is a firm policy of [redacted] that the entire amount of any grant awarded to a given grantee must go directly to the grantee and that no portion thereof may be withheld for administrative and/or overhead expenses.

2. Grants approved may consist of amounts for support of the grantee while working on the project, travel, source material, research assistance, and secretarial and clerical help necessary to the completion of the project. Grants covering a period of more than six months shall be paid in installments determined by the Foundation. Ordinarily, these installments consist of two equal portions: the first paid at the start of the grant period; the second paid at the halfway point. See point 3 overleaf for further important details.

OVER

[redacted]

3. **The disbursements of the funds will be arranged following specific written request from the chairman of the department or director of the organization or other entity to which the grant was awarded.**

Installments after the initial payment shall be paid only upon receipt of written request therefore, accompanied by a report as to the work that has been completed and the work to be done next in such manner that the staff of the Foundation can reconcile these details with the work schedule.

4. The terms and conditions of each grant made include a commitment by the grantee (a) to complete the work covered by the grant or, in default thereof, to return all funds disbursed to the grantee; and (b) to render the periodic reports referred to above which account for the grantee's use of the grant funds that have not been previously accounted for. Upon completion of the undertaking for which the grant was made, a final report is required.

5. If the Foundation determines that any part of the grant funds have been used for improper purposes, the Foundation will take all reasonable and appropriate steps either to recover the grant funds or to insure the restoration of the diverted funds and the dedication of other grant funds held by the grantee to the purposes being financed by the grant. Such steps are likely to include:

   (1) obtaining the grantee's written assurance that future diversions will not occur;

   (2) requiring that the grantee take extraordinary precautions to prevent future diversions from occurring;

   (3) withholding further payments of grant funds to the grantee until steps (1) and (2) have been achieved and, until the diverted funds have in fact been recovered or restored; and

   Where the foregoing steps have been unsuccessful, the Foundation reserves the right to resort to legal action to recover diverted funds.

[redacted]

DocuSign Envelope ID: 0871CC1B-FE8F-483E-BE06-DD0BFA616C77

0106181D

SCHMIDT SCIENCES

a program of
The Eric and Wendy Schmidt Fund for Strategic Innovation
555 Bryant St #374
Palo Alto, CA 94301

July 28, 2017

Alex Tabarrok
Center for Study of Public Choice
GMU Economics Dept.
4400 University Drive, MS 1D3 – Carrow Hall
Fairfax, VA 22030

Dear Mr. Tabarrok:

It is a pleasure to inform you that, subject to the terms of this letter agreement, Schmidt Sciences has approved a grant of $50,000 to George Mason University Foundation ("Grantee") for the Center for Study of Public Choice's project entitled "Improved Crowdfunding to Support Public Goods" (the "Project") as described in the proposal dated 9 July 2017. The term of this grant shall be 1 Aug 2017 through 1 Aug 2019 (the "Grant Term").

This grant is not earmarked for carrying on propaganda or otherwise attempting to influence legislation within the meaning of Section 4945(d)(1) of the US Internal Revenue Code ("Code") and is not earmarked for re-grants to any individuals or organizations. Grantee retains complete discretion and control over the selection of recipients of re-grants from this grant, if any. If grant funds are designated for a specific project, Grantee represents and warrants that the proposed budget for the Project does not include any amount for lobbying and Grantee agrees not to change the budget in a manner that would include lobbying.

By signing this letter, Grantee agrees to the following:

1. Grantee is and shall remain at all times during the Grant Term tax exempt under Section 501(a) of the Code and a public charity under Section 170(b)(1)(A)(vi). Grantee represents and warrants that it is not a non-functionally integrated Type III supporting organization and that it is not directly or indirectly controlled by a disqualified person to The Eric and Wendy Schmidt Fund for Strategic Innovation.

2. Grantee intends to spend the grant in full by the end of the Grant Term and shall notify Schmidt Sciences if Grantee will not fully spend the grant by such time. In the event that Grantee will not fully spend the grant by the end of the Grant Term, Schmidt Sciences may, in its discretion, extend the end date of the Grant Term or require Grantee to repay any portion of the grant that remains unspent by the end of the Grant Term.

3. *Intentionally Not Used.*

4. Grantee shall provide brief reports every 6 months describing the charitable use of the grant and progress made toward achieving the program purpose.

5. For any published academic, research, and other publication referencing any research funded in whole or in part with this grant, Grantee shall ask Schmidt Sciences, prior to publication, whether it would like to be acknowledged. If Schmidt Sciences elects to be acknowledged, it will provide the manner and wording of such acknowledgment, which Grantee agrees to include in the publication.

6. This letter agreement constitutes the entire agreement between Schmidt Sciences and Grantee with respect to the subject matter hereof, and shall supersede any prior or contemporaneous oral or written agreements, between the parties with respect to the subject matter hereof.

7. This letter agreement may be signed (including, without limitation, by facsimile or e-mail signature) in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement.

8. Terrorist Activity

a. Grantee represents and warrants that (i) Grantee does not conduct or support, directly or indirectly, terrorist activity of any kind; (ii) Grantee is not associated or engaged in transactions with any individual or entity that it knows or has reason to know advocates, plans, sponsors or engages in terrorist activity, and (iii) Grantee is not owned or controlled by, and does not act for or on behalf of, any individual or entity that it knows or has reason to know advocates, plans, sponsors or engages in terrorist activity.

b. Grantee represents and warrants that Grantee is not listed in the Specially Designated Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control of the United States Department of Treasury (the "SDN List").

c. Grantee shall certify the foregoing annually during the term of this Grant. If Grantee fails to submit the certification when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further payments to Grantee under this or any other grant agreement, and the Foundation may demand the return of all or part of the unexpended funds, which Grantee shall immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.

Sincerely,

DocuSigned by:
Jeanne Huey
D505B3614B4...

Jeanne Huey

8/2/2017
Date

Acting Treasurer
The Eric and Wendy Schmidt Fund for Strategic Innovation

By _____

Alex Tabarrok

Aug 1, 2017
Date

Director
Center for Study of Public Choice, George Mason University Foundation

[redacted]

010632

July 24, 2013

Mr. Daniel Houser
Professor and Chair
Department of Economics
George Mason University
4400 University Drive, MSN 1B2
Fairfax, VA 22030

Dear Dan:

On behalf of the board, I am pleased to inform you that the [redacted] has awarded the George Mason University Department of Economics a grant of $125,000 over five years to provide salary support for the hiring of Timothy Groseclose.

We are delighted the foundation is able to complete the financial package needed to bring Professor Groseclose to George Mason. The grant is to be paid in five annual installments of $25,000 each. The first payment will be made in the summer of 2014. All subsequent payments will be contingent upon receipt of an annual progress report indicating that Tim is making satisfactory progress in fulfilling GMU's expectations of him as a member of the Economics Department (which, it goes without saying, entails him remaining at GMU). When the grant is complete, we will ask for a final report on Tim's accomplishments during the grant period.

Please don't hesitate to be in touch if you have any questions about the terms of the grant. In the meantime, the board joins me in congratulating you in luring such a notable scholar as Tim Groseclose to the GMU faculty.

Sincerely,

[redacted]

[redacted]

study file 010637

GRANT TO PUBLIC CHARITY

FROM

[redacted]

The [redacted] (the "undersigned") has approved a grant in the amount of $500 made to ("Grantee")

George Mason University Foundation
Mercatus Center

This grant is to be used solely for the charitable, scientific, literary, religious or educational purposes of your organization. Accordingly, all grant funds and income earned from the grant funds are expended solely for such purposes and in no event shall any of the grant funds be used other than for charitable, scientific, literary, religious or educational purposes. Neither the [redacted] its board members nor any disqualified person(s) receive benefit associated with this donation and, if technically entitled to any benefits, such benefits are hereby expressly waived. The entire donation is to be 100% tax deductible. The undersigned will include information on this grant in its periodic public reports.

If this grant agreement sets forth your understanding of arrangements made regarding this grant, will you please countersign and return the original to the undersigned. Upon receipt of this signed agreement, the [redacted] will disburse grant.

[redacted]

Date: 11/4/2015

ACCEPTED:

By: David A Ross

Date: 12/16/2015

Check Number: 6625

Subj file: 010637

GRANT TO PUBLIC CHARITY

FROM

[redacted]

The [redacted] nc. (the "undersigned") has approved a grant in the amount of $500 made to

George Mason University Foundation
Mercatus Center

(the"Grantee") to be used solely for the charitable, scientific, literary, religious or educational purposes of your organization. Accordingly, all grant funds and income earned from the grant funds are expended solely for such purposes and in no event shall any of the grant funds be used other than for charitable, scientific, literary, religious or educational purposes. Neither the [redacted] its board members nor any disqualified person(s) receive benefit associated with this donation and, if technically entitled to any benefits, such benefits are hereby expressly waived. The entire donation is to be 100% tax deductible. The undersigned will include information on this grant in its periodic public reports.

If this grant agreement sets forth your understanding of arrangements made regarding this grant, will you please countersign and return the original to the undersigned. Upon receipt of this signed agreement, the [redacted] will disburse grant.

[redacted]

Date: 07/10/2015

ACCEPTED:

By: [signature]

Date: 7/14/2015

Check Number: 6464

subj file 010637

GRANT TO PUBLIC CHARITY

FROM

[redacted]

The [redacted] (the "undersigned") has approved a grant in the amount of $500 made to

George Mason University Foundation
Mercatus Center

(the"Grantee") to be used solely for the charitable, scientific, literary, religious or educational purposes of your organization. Accordingly, all grant funds and income earned from the grant funds are expended solely for such purposes and in no event shall any of the grant funds be used other than for charitable, scientific, literary, religious or educational purposes. The [redacted] its board members and any disqualified person(s) do not receive benefit associated with this donation. The entire donation is to be 100% tax deductible. The undersigned will include information on this grant in its periodic public reports.

If this grant agreement sets forth your understanding of arrangements made regarding this grant, will you please countersign and return the original to the undersigned. Upon receipt of this signed agreement, the [redacted] will disburse grant.

[redacted]

Date: 06/22/2014

ACCEPTED:

By: Janet Bingham

Date: 6-25-14

Check Number: 6001

Subj file
010637

THE DUPAGE COMMUNITY FOUNDATION

104 E. Roosevelt Road • Suite 204 • Wheaton, Illinois 60187-5200
Phone: 630-665-5556 • Fax: 630-665-9571 • www.dcfdn.org

December 14, 2012

Mr. David Roe
President
George Mason University Foundation, Inc.
4400 University Dr.
MSN 1A3 Mason Hall D201
Fairfax, VA 22030

Dear Mr. Roe:

At the suggestion of the [redacted] a $25,000 grant is being awarded to George Mason University Foundation from the [redacted] a donor-advised fund of The DuPage Community Foundation. The grant is for the Mercatus Center's Spending and Budget Initiative and must be used within 12 months of the issue date.

If you publicize this grant, please list it as a donation from the [redacted] of The DuPage Community Foundation.

Please sign and return this letter to indicate 1) that there have been no changes in your organization's IRS status, 2) your agreement to the terms of the grant, and 3) that all funds will be spent for charitable purposes.

In addition, your organization confirms 1) that this grant does not fulfill the payment of any pledge or other financial obligation, 2) that no goods or services of value will be provided to the donor or to the Foundation as stipulated by Internal Revenue Service regulations and our agreement with the donor, and 3) that, in compliance with Executive Order 13224 and the Patriot Act, no funds provided by The DuPage Community Foundation will be used to support terrorist activity nor to promote or engage in violence, terrorism, or bigotry.

On behalf of the [redacted] family and The DuPage Community Foundation Board of Trustees, I am pleased to forward this grant and hope it will further your mission. If you have any questions regarding this grant, please feel free to call me.

Sincerely,

Barb Szczepaniak
Director of Programs

I hereby acknowledge receipt of your check for $25,000 and agree to the terms of the grant.

Signature _____ Title President Date 2/1/2013

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[redacted]

Subj file: 010637

JUN - 8 2015

June 4, 2015

President Angel Cabrera
Mason Hall, Suite D103
4400 University Drive, MS 3A1
Fairfax, VA 22030

Dear ~~President~~ Angel Cabrera,

[redacted] and I continue to be excited about the JIN program at the Mercatus Center. It has been great to see the graduate students supported through the program go into the academy and now have an impact on their students. Thanks for your leadership.

Best regards,

[redacted]

[redacted]

[redacted]

President Cabrera
Mason Hall, Suite D103
4400 Univeristy Drive, MS 3A1
Fairfax, VA 22030

[redacted]

[redacted]

subj file: 010637

MAY 8 2013

April 25, 2013

Dr. Angel Cabrera
President
George Mason University Foundation
4400 University Dr
Fairfax, VA 22030

Dear Dr. ~~Cabrera~~ Angel:

We are happy to enclose our check in the amount of $2,775,000.00 for the George Mason University Foundation. We understand the grant will be used to provide general operating support for the Mercatus Center, which you have independently selected as the grant recipient for this grant.

You have previously agreed that the grant will be expended only for an educational, scientific, literary, or other charitable purpose described in Section 170(c)(2)(B) of the Internal Revenue Code ("Code"), and that the grant will not be used to influence legislation, to influence the outcome of any election, for a political campaign or intervention, or to carry on any voter registration drive.

The terms and conditions contained in this letter agreement supersede all prior oral or written agreements and understandings between the parties and shall constitute the entire agreement between the parties with respect to the matters contained herein. This letter agreement shall not be modified or amended except by a writing duly executed by parties hereto.

According to the information that was furnished to us, your organization is qualified to be exempt under Code section 501(c)(3) and is still classified as a public charity pursuant to Code section 509(a)(1). Please inform us if there has been a change in your tax status since then.

Finally, we must ask that any funds not expended for the purposes described in Code section 170(c)(2)(B), which the grant is being made, be returned to us. You agree not to use the Foundation's name or logo without our express written consent. You agree that this grant will not result in the loss of your organization's status as a publicly supported organization under Code section 509, if applicable. Please indicate your agreement with these conditions by returning a signed copy of this letter to the Foundation, attention Grants Administration.

Sincerely,

[redacted]

President

cc: Dr. Tyler Cowen, Mr. David Roe, Mr. Brian Hooks, Mr. Gary Leff

Acknowledged and Agreed to by an Authorized Representative of the George Mason University Foundation
By: [signature]
Print Name & Title: David J. Roe
Date: May 7, 2013

[redacted]

[redacted]

010641

April 12, 2001

Dr. Alan G. Merten
President
George Mason University
4400 University Drive
Fairfax, Virginia 22030

Dear Alan:

I am pleased to confirm that the directors of the [redacted] have approved a five-year grant of $3 million to the George Mason University Foundation ("GMUF") to pursue your vision for a dynamic, market-oriented Arlington campus for George Mason University ("GMU"). The grant is to be used to bring Prof. Vernon Smith's Economic Science Laboratory ("ESL"), currently housed at the University of Arizona, to GMU and to support political economy research, education, and outreach focused on market-based solutions to social and economic issues.

The grant is to be paid over five years, beginning with $1 million this summer, $750,000 in 2002, $500,000 in each of 2003 and 2004, and $250,000 in 2005, and is subject to following conditions and restrictions:

1. Vernon Smith and his ESL colleagues accept and retain faculty appointments at GMU;
2. ESL has formal status as a Center within GMU and reports to the Provost;
3. ESL is located at the Arlington Campus and given sufficient space for its laboratory to conduct economic experiments;
4. ESL faculty have teaching responsibilities at Arlington Campus, and GMU encourages and facilitates their affiliation with the Mercatus Center;
5. GMU continues successfully to develop related world-class programs, education, and outreach; and
6. GMUF will return to us any part of this grant that would otherwise cause GMUF to fail the U.S. Internal Revenue Service public support test for charitable organizations.

We are pleased to support this exciting, interdisciplinary growth at George Mason and your continued commitment to programs that recognize the potential of markets and market-based ideas to address pressing social and economic problems. We believe that through such work, your vision of George Mason as a world-class institution will come to fruition and the university will play a leading role in developing the people, ideas, and institutions that drive positive change throughout society.

The directors of the [redacted] look forward to following your progress in recruiting ESL to GMU and its success as part of the Mason community.

Sincerely,

[redacted]

ESL (Economic Science Lab)
01064123

cc: K. David Boyer, Chair, George Mason University Foundation Board of Trustees
Judy Jobbitt, President, George Mason University Foundation
Peter Stearns, Provost, George Mason University
Vernon Smith, Professor, University of Arizona
David Nott, President, Institute for Human Studies
Tyler Cowen, General Director, Mercatus Center

[redacted]

[redacted]

[redacted]

subj file: 010641

June 20, 2013

Dr. Angel Cabrera
President
George Mason University
4400 University Dr
Fairfax, VA 22030

Dear Angel:

Pursuant to the request of the George Mason University Foundation, we are happy to enclose our check in the amount of $16,500.00 for summer faculty support at the Interdisciplinary Center for Economic Science under the control and supervision of the George Mason University Foundation, and the direction of Dr. Daniel Houser, who was selected by the George Mason University Foundation.

You have previously agreed that the grant will be expended only for an educational, scientific, literary, or other charitable purpose described in Section 170(c)(2)(B) of the Internal Revenue Code ("Code"), and that the grant will not be used to influence legislation, to influence the outcome of any election, for a political campaign or intervention, or to carry on any voter registration drive.

The terms and conditions contained in this letter agreement supersede all prior oral or written agreements and understandings between the parties and shall constitute the entire agreement between the parties with respect to the matters contained herein. This letter agreement shall not be modified or amended except by a writing duly executed by parties hereto.

According to the information that was furnished to us, your organization is qualified to be exempt under Code section 501(c)(3) and is still classified as a public charity pursuant to Code section 509(a)(1). Please inform us if there has been a change in your tax status since then.

Finally, we must ask that any funds not expended for the purposes described in Code section 170(c)(2)(B), which the grant is being made, be returned to us. You agree not to use the Foundation's name or logo without our express written consent. You agree that this grant will not result in the loss of your organization's status as a publicly supported organization under Code section 509, if applicable. Please indicate your agreement with these conditions by returning a signed copy of this letter to the Foundation, attention Grants Administration.

Sincerely,

[redacted]

cc: Mr. David Roe, Dr. Daniel Houser, [redacted]

Acknowledged and Agreed to by an Authorized Representative of the George Mason University Foundation

By: [signature]
Print Name & Title: David A. Roe, President
Date: 7/23/2013

[redacted]

The [redacted] Endowed Fund Statement of Intent

In recognition of those who founded the George Mason University and for the need and value of private funding, [redacted], on this 13th day of December 1996, establish The [redacted] Endowed Fund with a gift of $1,000,000 to the George Mason University Foundation, Inc.

The Donors direct that the gift be placed in a true endowed fund with only income from annual earnings as defined by the George Mason University Foundation, Inc., available for use.

It is the Donors express intent that the endowment be used in the following manner:

> One hundred and seventy-five thousand dollars ($175,000) is to be used to establish the [redacted] Endowed Professorship in Art History. This endowment is to be used to attract or retain eminent scholars with the intent to qualify for matching funds from the Virginia Eminent Scholar Program.
>
> From the income of the remainder of the endowment, a sum of $20,000 per year is to be used to fund research and development for worthy junior faculty in the Arts and Humanities or to attract and support talented students in the Arts and Humanities. The authority and responsibility for awarding these funds rests solely with a committee chaired by the dean of Arts and Sciences and including the director of the Institute of the Arts and the holder of the [redacted] Endowed Professorship in Art History.
>
> The above stated arrangements need only be continued until the retirement of the first holder of the [redacted] Endowed Professorship for Art History.

The remainder of the income from the [redacted] Endowment and additional income that shall become available following the retirement of the first [redacted] Professor of Art History shall be used at the direction of the president of the University.

The endowment is to be maintained and managed by the George Mason University Foundation, Inc. in accord with the Foundation's Endowment Policy.

F. Duke Perry

F. Duke Perry, President
GMU Foundation

Date Dec 13, 1996

[redacted]

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

RUDOLF AND LOUISE FISHEL MEMORIAL GRADUATE FELLOWSHIP

This Memorandum of Understanding (MOU) between [redacted] (hereinafter "Donor") and the George Mason University Foundation, Inc. constitutes an agreement regarding the establishment and use of funds contributed to the Rudolf and Louise Fishel Memorial Graduate Fellowship.

The Rudolf and Louise Fishel Memorial Graduate Fellowship is named in honor [redacted] They inspired her love of history and culture and served as wonderful examples of intellectual curiosity their entire lives. Rudolf Fishel was born in 1906 and died in 1970 and Louise Fishel was born in 1911 and died in 1999.

The Rudolf and Louise Fishel Memorial Graduate Fellowship is established to support a graduate student fellowship under the following criteria:

- Recipient must be a full-time, graduate student pursing a graduate degree in History;
- Recipient may qualify on the basis of either merit or financial need, or a combination thereof;
- Recipient may be either in-state or out-of-state resident.

Selection and renewal process:

- The Chair of the Department of History will be responsible for the selection and the renewal process of the graduate fellowship. Any questions related to a student's financial need should be directed to the Office of Financial Aid.
- Recipient must demonstrate evidence of satisfactory academic progress, as defined as a "B" average (3.0 GPA or better) for renewal.

The Rudolf and Louise Fishel Memorial Graduate Fellowship is in support of the challenge grant to the Center for History and New Media by the National Endowment for the Humanities. The initial fellowship gift of $62,750 is to be matched one-to-one by the National Endowment for the Humanities grant funds upon attainment of these funds. The first fellowship will be awarded in the fall of 2001, based upon income generated by the initial gift.

It is the intent of the Donor that the gift be placed in a true endowment fund with the restriction that original contributions be held in perpetuity with only the income distributed for scholarship or fellowship use. It is also the intent of the Donor that appropriate efforts should be made to meet all necessary requirements to qualify for matched funding from the Virginia Graduate and Undergraduate Assistance Program.

Should circumstances within George Mason University change to the extent that the purposes for which this endowment has been established are no longer existent, then under the direction of the Board of Trustees of the George Mason University Foundation, Inc. the income shall be used for a purpose as closely related to the original intent of the Donor as possible.

The endowment will be maintained and managed under the established policies of the George Mason University Foundation, Inc.

[redacted]

Judith Marshall Jobbitt
President
George Mason University Foundation, Inc.

10/23/2000
Date

LUCK COMPANIES™

IGNITING HUMAN POTENTIAL

April 2, 2013

Ms. Kelly McCaskill
George Mason Center
4400 University Drive
MS 6D5, Research Hall
Fairfax, VA 22030

Dear Ms. McCaskill:

I am pleased to inform you that the Luck Companies Foundation Board has approved your request in the amount of $15,000.00.

We are committed to supporting the communities where we operate and are delighted that we could assist with this effort.

In addition to the check enclosed, please find a "Grant Follow-up Report" form. Our grant recipients are requested to submit an annual follow-up report detailing the progress made in accomplishing the goals and objectives of the grant.

We wish you the best of luck with your goals.

Sincerely,

Douglas D.R. Palmore, P.E.
Vice President & Secretary
Luck Companies Foundation

Encl: Check #2127
Grant Follow-up Report Form

P.O. Box 29682
Richmond, VA 23242-0682

TEL 804.784.6300
800.858.5825

WEB www.luckcompanies.com

MEMORANDUM OF AGREEMENT
By and Between
GEORGE MASON UNIVERSITY and
SWEET VIRGINIA FOUNDATION, INC.

THIS MEMORANDUM OF AGREEMENT ("Agreement"), dated this 28 day of April, 2014, (the "Effective Date"), is made by and between George Mason University (the "University" or "Mason"), an educational institution and agency of the Commonwealth of Virginia, and Sweet Virginia Foundation, Inc., ("SVFI"), a non stock Virginia corporation. The University and SVFI are referred to individually as "Party" and collectively as "Parties."

WHEREAS, SVFI is a honey bee conservation and education organization which aims to educate the community about the importance of honey bees and to promote honey bee sustainability through the art and science of beekeeping; and

WHEREAS, the University is interested in furthering its research studies in beekeeping and sustainability ("Honey Bee Initiative") including offering its students courses in this field and creating a mechanism for its students to obtain more hands on experience through internships with SVFI; and

WHEREAS, the Parties wish to set forth the terms and conditions of a mutually beneficial collaboration;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the Parties mutually agree to all of the following:

1. Term and Termination. This Agreement shall be for a period of three (3) years from the Effective Date. Either Party has the right to terminate this Agreement without cause upon ninety (90) days' prior written notice to the other Party.

2. Duties of SVFI. SVFI shall:

   a. Provide beekeeping boxes and supplies to establish at least fifty (50) new hives;
   b. Provide advice and guidance to the University in placing the hives or "field stations" in appropriate but convenient locations to provide optimal outdoor classrooms where students can learn about beekeeping;
   c. Work regularly with the University to bolster and perpetuate the hive starter program;
   d. Coordinate with the University on the development of an internship program where Mason students can work with SVFI in beekeeping and sustainability related projects to help students grow professionally in areas such as social entrepreneurship, social media tactics, conservation education, and non-profit management;
   e. Actively fundraise with the goal of making significant financial gifts in support of Mason's Honey Bee Initiative; and
   f. Post on the SVFI website and in promotional materials information about the SVFI-Mason collaboration and the Honey Bee Initiative.

3. Duties of University. University shall:

   a. Assist SVFI in expanding its network of scholars and professionals in the beekeeping community by assisting SVFI in the coordination of guest speakers for its local bee organization meetings;
   b. Coordinate with SVFI in the development of an internship program where Mason students will have the opportunity to work on beekeeping and sustainability related projects;
   c. Collaborate with SVFI in applying for grants to generate funding to support Mason's Honey Bee Initiative;
   d. Post on the Mason website and in promotional materials, information about the SVFI-Mason collaboration and Mason's Honey Bee Initiative; and
   e. Provide an annual year-end report detailing the accomplishments and highlights of Mason's Honey Bee Initiative.

4. Permission To Use Trademarks.

   a. Grant of Trademark License. The University owns all of its federally registered trademarks and all rights, title, interests and goodwill in its designs, logos, trade names, trademarks, seals, symbols, and mascots, which have become associated in the public mind with University (the "Trademarks"). University grants to SVFI a limited, non-exclusive, non-assignable and revocable license to use the Trademarks as described in **Attachment A,** solely for marketing or promotional efforts in connection with this Agreement. SVFI may express affiliation with the University, but must clearly maintain that University and SVFI are separate entities. SVFI may not use any other trademark, data, pictures, or other representations of the University except upon the specific written authorization in advance by the University. The University must receive all other requests for authorization in writing no later than ten (10) days in advance of the use date.

   b. The University may use SVFI's registered trademarks, solely for marketing or promotional efforts in connection with the Agreement as described herein. The University may not use any other trademark, data, pictures, or other representations of SVFI except upon the specific written authorization in advance by SVFI. SVFI must receive all other requests for authorization in writing no later than ten (10) days in advance of the use date.

   c. Quality Standards. The parties shall have the opportunity for prior review and approval of any web, digital or printed materials or communications that use the designated trademarks prior to publication and distribution. If at any time, a party's use of the trademarks fails to conform to the specified standards of quality of the other party or if such use is excessive or inappropriate, one party shall notify the other party immediately. Upon notification, the parties shall promptly cease to use the trademarks until the standards of quality have been met to the other party's satisfaction.

d. Protection and Goodwill of Licensed Trademarks. The Parties agree that nothing in this Agreement shall give the other Party any right, title, or interest in the Trademarks other than the right to use the Trademarks in accordance with this Agreement. The Parties admit the validity of, and agree not to challenge the licensed Trademarks or the validity of this Agreement. The Parties agree that any and all rights and goodwill that may be acquired by the use of the licensed Trademarks shall inure to the sole benefit of the Party who is the owner of the subject Trademark.

5. General.

a. Notice. Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by nationally recognized overnight delivery service, or personally served upon the appropriate Party.

To: Attention: Lisa Gring-Pemble, Associate Dean, New Century College
George Mason University
4400 University Drive, MSN 5D3
Fairfax, VA 22030

To: Attention to: Dan Price
Sweet Virginia Foundation, Inc.
1760 Reston Parkway, Suite 300
Reston, VA 20190

b. Applicable Law; Venue. This Agreement shall be construed, governed and interpreted by and in accordance with the laws of the Commonwealth of Virginia. Any litigation with respect to this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia. SVFI agrees that it shall at all times comply with all applicable federal and state laws and regulations.

c. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by the Parties.

d. Severability. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.

e. Waiver. The failure of a Party to enforce any provision in this Agreement shall not be deemed a waiver of such right.

f. Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be

binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

g. Independent Contractors. The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. The University does not sponsor, endorse, or make any express or implied warranties for SVFI.

h. Publicity. Except as specifically provided for herein, SVFI shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.

i. Image. SVFI shall not take any action or inaction, which may be detrimental to the image or reputation of the University.

j. Nondiscrimination. Both parties to this Agreement agree to not discriminate on any basis prohibited under state or federal law.

k. Force Majeure. Neither Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, and acts of God.

l. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.

m. Authorized Signatures. The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

n. Conflicts of Interest. No employee of the University may receive compensation from SVFI unless authorized by the University in writing.

o. Third-Party Beneficiaries. No third Party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third Party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.

p. Remedies. If SVFI breaches this Agreement, in addition to any other rights or remedies, the University may terminate this Agreement without prior notice.

q. Insurance. SVFI shall procure and continue in effect a comprehensive general liability insurance policy to protect against any and all claims for injury or damages to persons and property, real and personal, arising in any manner in

connection with this Agreement, including but not limited to, a professional liability, libel, and slander endorsement(s) and a non-owned and hired vehicle liability policy (if applicable), each with $1,000,000 coverage per occurrence and a $2,000,000 umbrella policy. These policies will name George Mason University, the Commonwealth of Virginia, and their employees and agents, as Additional Insured. In locations where it is required, Workers Compensation coverage shall also be maintained. SVFI shall furnish the University with certificates of insurance indicating such coverage. SVFI agrees to keep the University advised of any changes in this policy and to provide the University with a copy of the Additional Insured endorsement of the policy.

r. Indemnification. SVFI shall indemnify and hold harmless the University, the Commonwealth of Virginia, and their officers, employees and agents, from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising from activities under this Agreement. The University shall promptly notify SVFI of any claim or action brought against the University in connection with this Agreement.

WITNESS the following signatures of the Parties:

Sweet Virginia Foundation Inc.

By: _____

Name: DANIEL PRICE

Title: Executive Director

Date: 4/28/14

George Mason University

By: _____

Deborah Boehm Davis

Dean, College of Humanities and Social Sciences

Date: 1 May 2014

By: _____

Lisa Gring-Pemble

Associate Dean, New Century College

Date: 28 April 2014

By: _____

Jennifer Wagner Davis

Senior Vice President for Administration and Finance

Date: 5/8/2014

Attachment A
UNIVERSITY TRADEMARKS

George Mason University – RN 2,085,820

MASON

RN 4,394,999

GEORGE MASON UNIVERSITY

RN 3,042,708

5014 Stone Haven Dr.
Annandale, VA 22003
December 6, 2016

Dr. Linda A. Monson
Director, School of Music
College of Visual and Performing Arts
George Mason University
4400 University Drive, MSN 3E3
Fairfax, VA 22030

Dear Dr. ~~Monson~~ Linda:

Enclosed is a check in the amount of $14,550 to provide for a merit award for the student who has served as concertmaster or concertmistress of the School of Music Symphony Orchestra (or the lead person selected for that position). I have calculated the first year's award at $1,250.00 with an increment of $25.00 each year for a total of 10 years. I also have calculated the 6% that the GMU Foundation will need to administer the funds for this period of time.

It is my understanding that the responsibility of concertmaster may rotate among a few outstanding students during the year. I also understand that the faculty scholarship and awards committee will select the most deserving of them to receive this award each year based on merit, including academic achievement, leadership of the orchestra (especially the string section), and contribution to the work of the orchestra. (At the faculty committee's discretion, the timing of the award may be adjusted.)

As I understand the process, the funds will be placed in the student's account to be used for the next semester's or year's expenses or disbursed to the student directly.

My hope is that the funds will provide for an award of the following amounts for each of the 10 years:

2017	$1,250.00
2018	$1,275.00
2019	$1,300.00
2020	$1,325.00
2021	$1,350.00
2022	$1,375.00
2023	$1,400.00

2024	$1,425.00
2025	$1,450.00
2026	$1,475.00
Total of awards	$13,625.00

Divided by 0.94 to cover GMU Foundation overhead
$14,494.68

Rounded to $14,550.00

I appreciate the faculty's willingness to assume responsibility for selecting the awardee each year. I have selected the concertmaster or concertmistress for this award, because that is the section in which I played during much of my own musical career in high school, and because I recognize the significant responsibility of that position to the orchestra. Because of her support of my career, both musical and nonmusical, this award may be designated the Grace Aitel Award in memory of my mother.

Sincerely yours,

Susan J. Aitel

Susan J. Aitel

Enclosure: Check #512 for $14,550.00

[redacted]

George Mason University Foundation Inc.

Merten Hall, Suite 2300 • MS 1A3 • Fairf

ASK ID 3259
concert master fund
School of music (TBD)

Deposit

1. Charitable donations must be separ
   or revenue items that do not contain a charitable component.
2. Charges (AmEx separate from MC and Visa), foreign checks, and anonymous donations must be processed on separate deposit slips.
3. No more than 20 checks/charges/transactions per deposit slip.

☑ All checks/charges/monies represent 100% charitable donations.

☐ There is a nondeductible portion representing fees, goods, or services. The nondeductible/deductible breakdown is listed for each transaction.

☐ All checks/charges/monies represent fees, goods, or services for the following: _____

☐ **Deposit into Endowment** ☐ **Deposit into Current Use**

Account Number TBD Date 12-12-16

Account Name Concertmaster Fund Ask/proposal # 3259

# of Checks 1	$ 14,550
# of Foreign Checks _____	$ _____
# of Charges _____	$ _____
Currency	$ _____
Coin(s)	$ _____
Total Deposit	$ 14,550

Name Cody Clarke Phone 4749

Received by _____ Date _____

Please provide relevant documentation, such as response pieces, accompanying letters, etc., to ensure proper processing and receipting. Missing documentation can result in processing delays for the entire deposit.

011602 A

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into the 6th day of December, 1984, with the George Mason University Foundation, Inc., constitutes a statement regarding the use of contributions to the Department of Psychology of George Mason University.

Purpose of the Fund

Contributions to the Psychology Department Fund are to be used only for the programs and projects of the Psychology Department at the University.

Procedures

The Chairman of the Psychology Department or his/her designee will be the Project Director of the Psychology Department Fund. No monies from the fund can be released without the authorization of the Project Director.

Any changes in the Memorandum of Understanding will be signed by the Project Director and the Director of Development on behalf of the George Mason University Foundation, Inc.

Jane M. Flinn
Jane M. Flinn
Chairman, Psychology Department

Elizabeth C. Dahlin
Elizabeth C. Dahlin
Director of Development

4400 University Drive Fairfax, Virginia 22030 (703) 323-2443

Board of Trustees
Mr. John T. Hazel, Jr., President
Mrs. Jillian Poole, Vice President
Mr. Richard A. Bishop, Secretary
Mrs. Elizabeth C. Dahlin, Assistant Secretary
Mr. Otis D. Coston, Jr., Treasurer
Dr. Hale N. Tongren, Assistant Treasurer

Mrs. Harriet F. Bradley
Mr. Edward J. Cawley, Jr.
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Mr. Leroy Eakin, Jr.
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Mr. James W. Todd
Mr. Carrington Williams
Mr. John C. Wood
Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

011602 B

[redacted]

February 29, 2016

Dr. Ángel Cabrera
President
George Mason University
4400 University Dr
Fairfax, VA 22030

Dear Dr. ~~Cabrera~~ Ángel:

Pursuant to the request of the George Mason University ("University"), we are happy to award a grant in the amount of $225,000.00 for research under the control and supervision of the University, and the direction of Dr. Todd Kashdan, who was selected by the University. As requested, a check made payable to George Mason University has been mailed to the University, and may not be cashed without the University's countersignature to this letter agreement.

According to the information furnished to us, your organization is qualified as an organization described in Code section 170(c)(1) or 511(a)(2)(B). You agree to inform us immediately of a change in your organization's tax status.

You agree that the grant will be expended only for an educational, scientific, literary, or other charitable purpose described in Section 170(c)(2)(B) of the Internal Revenue Code ("Code"), and that the grant will not be used to influence legislation, to influence the outcome of any election, for a political campaign or intervention, or to carry on any voter registration drive. We must ask that any funds not expended for the purposes described in Code section 170(c)(2)(B), for which the grant is being made, be returned to us.

The terms and conditions contained in this letter agreement supersede all prior oral or written agreements and understandings between the parties and shall constitute the entire agreement between the parties with respect to the matters contained herein. This letter agreement shall not be modified or amended except by a writing duly executed by parties hereto. At our discretion and upon your acceptance, we and our affiliates may provide you with support related to this grant, such as in-kind services and educational opportunities. You agree not to use [redacted] name or logo without our express written consent.

[redacted]

Please indicate your agreement with these conditions by returning a signed copy of this letter to [redacted], attention Grants Administration.

[redacted]
President

cc: Dr. Todd Kashdan

Acknowledged and Agreed to by an Authorized Representative of George Mason University

By: _____ Title: _____

Print Name: _____ Date: _____



Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043

Google

Main 650 253 0000
Fax 650 253.0001
www.google.com

011602C

February 16, 2016

George Mason University
4400 University Drive
MSN 1A3
Fairfax, VA 22030

Dear Professor Ewart de Visser,

As part of Google's growing efforts to support excellent research in academia, we are pleased, effective February 1, 2016, to award George Mason University an unrestricted gift of $48,750.00. We understand George Mason University currently intends to use this gift towards "REpairing trust with Strategies to Offset Negativity towards Autonomous TEchnologies (RESONATE)".

This is an unrestricted gift; however, we would appreciate receiving news about how the gift is used, for example, through copies of reports, publications, or status letters about research benefited by our gift. We would also appreciate receiving attribution or acknowledgment of our gift in applicable University publications. It is our hope that any researcher(s) who benefit from this gift will consider releasing any code or data from their project under an open source permissive license such as the Apache license. Please be advised that nothing in this letter should be interpreted or construed as creating or establishing the relationship of employer or employee between the researchers and Google.

Please have an authorized individual of George Mason University sign in the space provided below to evidence George Mason University's acceptance of this gift, and return this page to us at the following:

Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043
United States
Or via email to: awards-payments@google.com

Educational institutions may have ethics rules that apply. By signing below, George Mason University represents that accepting this gift is consistent with all applicable laws and regulations, including relevant ethics rules and laws, and this gift will not negatively impact Google's current or future ability to do business with George Mason University.

Google Inc.

By: Margaret Johnson

Printed Name: Maggie Johnson

Title: Director, University Relations & Education

Date: February 16 2016

George Mason University Foundation, Inc.

By: Janet Bingham

Printed Name: Janet Bingham

Title: President

Date: April 15, 2016

2016_745

NON ENDOWED PROGRAM

subj file 0116027

George Mason University Foundation, Inc.

GIFT AGREEMENT CONTRIBUTING TO THE
PSYCHOLOGY DEPARTMENT

PARTIES

This confidential Agreement is by and between MHM Services, Inc., hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to contribute to the Psychology Department Fund, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

Jane Haddad, who earned her PsyD from the program in 1986, went on to an illustrious career in the field of mental health services in correctional facilities, most notably through her work with MHM Services, Inc. This gift will support correctional population research at the UNIVERSITY in honor of Dr. Haddad. Grants from this gift will be recognized as in honor of Dr. Haddad and made possible by MHM Services, Inc.

OBJECTIVE

The purpose of the FUND is to provide operational support for correctional population research at the UNIVERSITY to honor Dr. Jane Haddad's contributions to this important field. The FUND will be used for a variety of needs of researchers including, but not limited to:

- Conference travel stipends
- Small research grants
- Specialized training to effectively work with inmates

Grants will be distributed at the discretion of the director of the Clinical Psychology Program in consultation with senior professors working in the area of correctional populations.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and December 31, 2016 totaling $25,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $25,000 pledge according to the following payment schedule:

Payment 1	$5,000	on or before September 30, 2012
Payment 2	$5,000	on or before September 30, 2013
Payment 3	$5,000	on or before September 30, 2014
Payment 4	$5,000	on or before September 30, 2015
Payment 5	$5,000	on or before September 30, 2016

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

7. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

8. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

9. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 7th day of July, 2018.

Steven Wheeler
President and COO
Donor

By: Jack R. Censer
Jack R. Censer
Dean, College of Humanities and Social Sciences
George Mason University

By:
Marc Q. Broderick
Vice President, George Mason University

By: Maurice W Scherrens
Maurice W. Scherrens
Senior Vice President, George Mason University

By:
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Dean, College of Humanities and Social Sciences, George Mason University

012106

George Mason University Foundation, Inc.

TESTAMENTARY PLEDGE AGREEMENT ESTABLISHING THE
LITCHFIELD UNDERGRADUATE RESEARCH in
ENVIRONMENTAL MICROBIOLOGY SCHOLARSHIP ENDOWMENT

PARTIES

This Agreement is by and between Carol D. Litchfield, Ph.D., hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION. This Pledge supersedes the bequest intentions set forth in the Memorandum of Understanding signed on November 10, 2005 to establish the Litchfield Undergraduate Research in Environmental Microbiology Endowed Scholarship.

PREAMBLE

Inasmuch as the DONOR wishes to establish a fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to establish the Litchfield Undergraduate Research in Environmental Microbiology Endowed Scholarship, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide grant monies and a small stipend for undergraduate students conducting research within environmental microbiology. Recipient will qualify on the basis of a submitted research proposal. Recipient must be a full-time student and may be an in-state or an out-of-state student. The scholarship may be renewable for a freshman, sophomore, or junior who submits a satisfactory progress report.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby pledges that, by Will or other testamentary document effective upon the DONOR's death, the DONOR will give to the FOUNDATION assets totaling no less than $25,000.

2. The DONOR may, at the DONOR's discretion, satisfy all or any part of the pledge made under Paragraph 1 of this Agreement, hereinafter called the "Testamentary Pledge," by making lifetime gifts to the FOUNDATION specifically designated in writing by DONOR at the time of the gift as being gifts in satisfaction of the Testamentary Pledge. The DONOR does not intend to satisfy the Testamentary Pledge with recommended payments from a donor-advised fund or private foundation. Any gifts by the DONOR after the date of this Agreement shall be presumed not to be in satisfaction of the Testamentary Pledge unless specifically so designated.

3. The original contribution and all other subsequent contributions by others to the FUND shall be invested in a true endowment with only the income to be used as described herein.

4. The income from the FUND shall be used solely to further the objective as stated above.

5. The FUND shall be invested and income shall be treated and expended in accordance with the established policies of the FOUNDATION. The income from the FUND in each year, for all purposes under this Agreement, shall be a percentage of a market value average of the assets of the FUND, such percentage and the length and timing of such market value average to be determined annually by the Board of Trustees of the FOUNDATION under the standards set forth in the Virginia Uniform Management of Institutional Funds Act, Virginia Code section 55-268.6, as amended, or the corresponding provisions of any subsequent Virginia law. Endowments are charged an annual fee on the market value average, which market value average is calculated in the manner determined annually by the Board of Trustees of the FOUNDATION, of the assets of the FUND. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. Scholarship recipients will be selected by a committee appointed by the Dean of the College of Science in coordination with the Office of Student Financial Aid. The committee will include two faculty members from the department of Environmental Science and Policy.

7. Should gifts to the FUND fail to meet the UNIVERSITY's required minimum for establishment of an endowed scholarship fund through the Will or other testamentary document, the FOUNDATION Board of Trustees, upon recommendation by the UNIVERSITY President, shall determine a use for the funds, and any income accumulated thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

8. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

9. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND and the use of any accumulated income thereon, that most closely resembles the purpose(s) set out in the original gift agreement.

10. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

11. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

12. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 20 day of August, 2009.

Carol D. Litchfield

Carol D. Litchfield, Ph.D.
Donor

By: Vikas Chandhoke

Vikas Chandhoke, Ph.D
Dean, College of Science
George Mason University

By: Maurice W. Scherrens

Maurice W. Scherrens
Senior Vice President, George Mason University

By: David A. Roe

David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Chief Financial Officer, George Mason University Foundation, Inc.

Copies:

- Dean, College of Science, George Mason University
- Office of Student Financial Aid, George Mason University

012112

Beck Foundation

Dr. Peggy Agouris
Dean, College of Science
George Mason University
3200 Exploratory Hall,
Fairfax, Virginia 22030

Dean Agouris,

We are happy to inform you that The Beck Foundation has approved a $100,000 grant for George Mason University's College of Science for a Faculty Fellowship. It is the Beck Foundations desire that you award this grant to Dr. Lance Liotta and Dr. Emanuel Petricoin with unrestricted use in their cancer research programs at the Institute for Advanced Biomedical Research. This will be the second Faculty Fellowship the Beck Foundation has awarded to George Mason University.

It is requested that the grant be provided through the GMU Research Foundation. Our Foundation's policy is that no administrative fees are to be deducted from the grant. Please have your administrative staff contact the Beck Foundation office for processing the transfer of funds. We would appreciate an annual report of the use of funds in the program, for our Foundation's records. Going forward we will include GMU in the planning, programming and budget cycle for future grants and encourage GMU to seek matching grants from industry, governmental and private opportunities.

Sincerely,

Buddy and Charlotte Beck

020013

THE TAFT FOUNDATION
1177 AVENUE OF THE AMERICAS
24th FLOOR
NEW YORK, NEW YORK 10036

December 15, 2015

Dr. Michael Behrmann, Ed.D
Director of Helen A. Kellar Institute of Human disAbilities
Graduate School of Education
George Mason University
4400 University Drive - MS 1F2
Fairfax, VA 22030

12/15/15
12/15/16
12/15/17

Conditional pledge

Dear Dr. Behrmann:

I am pleased to advise you that a one-time grant to George Mason University (GMU) in the amount of $600,000 has been approved by the Board of Directors of The Taft Foundation (the "Foundation"). This grant will be paid in installments of $200,000 per year for 3 years, payable in or around December of each year, subject to the conditions described below. This grant is to support the Mason LIFE Program.

A check for $200,000 is enclosed to cover the first installment. Please acknowledge receipt of the enclosed check and that you agree to the terms of this letter by signing and returning a copy of this grant letter. If GMU does not agree to these terms, it must notify the Foundation and return the check within 10 days.

Disbursement of the remaining installments will be contingent upon the Foundation's determination of the continued successful achievement of the Mason LIFE Program goals and the financial integrity of your organization, the submission of actual expenses for the current year, a review and Foundation approval of the subsequent year's budget, and satisfaction of the following terms:

1. GMU will spend these grant funds only for the purpose described in the attached proposal. In the event GMU ceases to conduct the activities set forth in the proposal, the Foundation shall not be obligated to pay any remaining balance of the grant and GMU shall repay to the Foundation any unspent grant funds as soon as practicable.

2. GMU will provide the Foundation with brief 6-month and 12-month reports on the program's progress, as well as an accounting of revenues and expenses for the program. These reports should highlight accomplishments and challenges as appropriate. Also, GMU will provide the Foundation with a copy of GMU's audited financials, if any, and if none, the unaudited financials for each year of the grant.

3. GMU represents that it has tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Notwithstanding anything to the contrary

herein, all obligations of the Foundation under this agreement will be immediately cancelled if GMU's tax-exempt status is revoked or withdrawn by the Internal Revenue Service.

4. The Foundation shall have the right to approve the language to be included in any form of external communication by GMU, including all press releases, regarding any contributions made by the Foundation.

This grant letter shall be governed by the laws and the courts of the State of New York.

If you have any questions, please do not hesitate to contact me.

Sincerely,

THE TAFT FOUNDATION

Howard Rothman, President and Chairman
of the Board of Directors

AGREED TO:

George Mason University

By: _____
Name: Dr. Michael Behrmann, EdD.
Title: Director of Helen A. Keller Institute of Human disAbilities

cc: Phoebe Boyer
Randy Rupp
Joan Rothman
Shannon Prohaszka

(Enclosure)

Mason LIFE Funding for Program Priorities:

1. Scholarships:

Mason LIFE Residential Housing Scholarships - $25,000 (12.5%)

Previous Taft Foundation funding provided academic scholarship support, leadership and curriculum development funding within the Residential Housing Component. Currently Mason LIFE provides scholarship assistance of approximately totaling $40,000which is derived from its business model as well as annual scholarship gifts from a variety of donor populations. This funding is only for tuition for our academic day program, which includes courses in vocational skills and independent living as well as academics. However, there is a need to help families fund scholarships for Residential Housing as well so students can get the full value of our independent living training. The costs incurred are for the actual usage of the unit as well as 24-7 support annually total $20,760. This breaks down into $9,760/year is the room fee, $11,000/year is the support fee. A significant number of our families cannot afford both the academic and residential programs. As we previously noted in our reports to the Taft Foundation, Mason LIFE tuition and fees revenue currently underwrites the Academic coordinator and employment housing coordinator positions which the Taft Foundation had previously provided a two year grant to establish these two positions.

Mason LIFE Academic Scholarships - $25,000 (12.5%)

Currently there are limited academic scholarship funds as noted above available from the Mason LIFE program and private gift funds. Additional federal and state funds available to Mason LIFE students include: Pell grants (minimum award of $600 to a maximum award of $5,775); Vocational Rehabilitation through the Department of Aging and Rehabilitation Services (range from 1,200/semester to 4,600/semester); private scholarship organizations such as Ruby's Rainbow ($500-2,000); and the Community Services Board (up to $14,000) support academic program tuition. More than one half of the 2015-2016 Mason LIFE students/families get some type of financial assistance for tuition but there is no recognized resource for scholarship aid for Residential Housing.

As part of the program research protocol, the *Scales of Independent Behavior-Revised* (SIB-R) are conducted each fall and spring. There is significant evidence to state that students who live in residential housing make greater gains in time management, social skills for friendships, and domestic proficiencies in areas such as cooking. In FY 2015-16 with over 2/3 of students living in residential housing; there is an overwhelming need to provide additional financial aid to the remaining commuter students so they can also benefit from these independent living experiences.

2. Mental Health and Behavioral Support Staff Development - $125,000 (62.5%%)
To give students in postsecondary education the best education, programs should focus not just on academics, but on the whole person; as deficits in relationship and social skills and employment readiness can impact the successful transition into independent adulthood after graduation. In the university at large, the general student population is at risk for mental health and behavioral issues. So to are students with intellectual and developmental disabilities. They are no exception.

To combat this trend, the Mason LIFE program has begun to explore a Mental Health and Behavioral Support Component as found in the attached budget. As such we have hired both a clinical psychologist and a behavior specialist (BCBA). Our current staff, Dr. Barbara Smith, clinical psychologist is only available one day a week. Ms. Robin Moyer, BCBA and in the dissertation stage of her PhD is also only part time. Therefore providing financial support so this component can grow into a reality in a very similar manner to the previous Taft Foundation funding of the Residential Housing Coordinator would build a formative framework for a Mental Health and Behavioral Support Component of the Mason LIFE Program.

The duties of Mental Health position include, but are not limited to: training staff, depression screenings, conduct individual therapy sessions, hold weekly supervision meetings of counseling staff who teach the self-regulation required course, provide weekly written feedback and updates via e-mail to other support staff, contribute to all person centered planning meetings, and participate in the evaluation process.

The duties of Behavioral position include, but are not limited to: training staff, functional behavior assessments, creation of behavior plans, hold weekly supervision meetings of SPED Mangers who implement the positive behavioral program supports, provide weekly written feedback and updates via e-mail to other support staff, contribute to all person centered planning meetings, and participate in the evaluation process.

3. Technology Classroom Support $25,000 (12.5%)
The Mason LIFE Program is in need of updating the technology in our computer labs and providing appropriate assistive technologies to students in the programs. We have recently acquired space for two computer labs that are available to the LIFE program. To-date, the labs have had computers provided that have been surplused or handed down by other areas of the college. Additionally, some of the available assistive technology is difficult to run on older machines or needs to be updated to newer models of AT. Finally, the computer labs also need to have soundproofing installed to dampen the noise in the labs as well as dampen sounds from adjacent classrooms. Therefore, funding to provide computers, AT and sound dampening technology is needed. Mason Life accesses three computer labs with 16-20 laptops in use at any given time. Ensuring access to technology will enhance the overall learning of the Mason LIFE students.

File 020121

Shinnyo-en Foundation
give grow transform

April 18, 2017

Ms. Maria Seniw
Director of Development
School for Conflict Analysis and Resolution
George Mason University
3351 North Fairfax Drive, MS 4D3
Arlington, VA 22201

Dear Maria,

On behalf of Shinnyo-en Foundation, I am very pleased to partner with you again! The two enclosed Letters of Agreement are for Dr. Bingham's review and signature. They include the terms, reporting schedule, goals and budget for our grant to support George Mason University's *Shinnyo Fellowship Program at S-CAR* as your grant proposal states.

I would like to call specific attention to term (2) which states that any changes in the budget or any modifications to the other grant conditions must be authorized by prior written approval of the Foundation. If you need to make any changes to the budget or grant goals, please submit your request in writing to me before you make those changes at any time during the grant period.

Please keep one signed copy for your records, and send the other back to me. Once I receive it, we will issue your grant check. If you have any questions, please do not hesitate to contact me.

Sincerely,

Ineko Tsuchida

Ineko Tsuchida, Ph.D.
Program Director
Shinnyo-en Foundation

Encl.: 2 Original Copies of Letter of Agreement
2 Copies of Exhibit A (Goals)
2 Copies of Exhibit B (Budget)

cc: Maria Seniw

Shinnyo-en Foundation
give grow transform

April 17, 2017

Dr. Janet Bingham
President
George Mason University Foundation Inc.
Merten Hall, Suite 2300
4400 University Drive, MSN 1A3
Fairfax, VA 22030

Dear Dr. Bingham,

Shinnyo-en Foundation (the "Foundation") is pleased to inform you that its Board of Directors has approved a grant to the George Mason University Foundation Inc. (the "Grantee") for forty-three thousand, forty-four thousand dollars ($44,000.00) for one year. The goals (Exhibit A) and budget (Exhibit B) are attached. In order to assure compliance with applicable provisions of the Internal Revenue Code, we must obtain the Grantee's written agreement to each of the following terms and conditions of this grant:

(1) All of the grant funds are to be used for, and only for, the purpose of supporting the Shinnyo Fellowship Program at S-CAR. Use of any portion of the grant funds, including any interest earned thereon, for any other purpose must have the prior written approval of the Foundation.

(2) The grant funds must be used only in accordance with the budget submitted as part of your grant request, a copy of which is attached to this letter as Exhibit B. Any changes in the budget or any modifications to other grant conditions must be authorized by prior written approval of the Foundation.

(3) Narrative report(s) and corresponding financial statement(s) must be furnished on the date(s) indicated herein on the progress made in accomplishing the purpose of the grant. Financial statements must describe the expenditures of the grant funds in accordance with the submitted budget. The final report and financial statement must

be submitted within sixty (60) days after the expiration of the grant period and must account for the expenditure of all grant funds.

	Important Dates	Grant Award
Commencement of Grant Period:	July 1, 2017	$44,000.00
Interim Report & Financial Report due:	January 8, 2018	
Expiration of Grant Period:	June 30, 2018	
End of Year Final Report & Financial Statement due:	August 30, 2018	

Reports must be submitted to the Program Director by the above due dates.

(4) Books and records of the expenditures of the grant funds will be made available to the Foundation for inspection and copying at all reasonable times.

(5) The grant proceeds will not be used for any of the following purposes:

a. To carry out propaganda or otherwise attempt to influence legislation;
b. To influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drives;
c. For any purposes other than those specified in Section 170 (c) (2) (B) of the Internal Revenue Code (e.g., charitable, educational or scientific purposes).

(6) The Grantee will advise the Foundation immediately if the Internal Revenue Service gives notification that there has been or will be any change in the Grantee's tax-exempt status.

(7) In consideration of accepting the grant from the Foundation, the Grantee shall indemnify, defend, and hold the Foundation, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable

attorneys' fees), or claims for injury or damages directly or indirectly arising out of or related to the Grantee performance of this Grant Agreement, or the administration or use of grant funds by Grantee provided under this Grant Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantee, its officers, agents, or employees. This provision will survive the expiration or earlier termination of this grant.

(8) The Grantee will provide to the Foundation such other information as may be necessary or desirable to permit the Foundation to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

(9) Failure to observe any of the grant's conditions following notice by the Foundation and provided that Grantee does not cure the default as identified by the Foundation within thirty (30) days of the notice date and to the satisfaction of the Foundation will be deemed a default on the part of the Grantee. The unfunded portion of the grant will be forfeited by the Grantee, and, upon demand by the Foundation, the Grantee will repay (a) all funded and unused portions of the grant and (b) any portion of the funded and used grant (up to and including the entire funded amount) that the Foundation reasonably determines to have not been used in accordance with the terms and conditions of the grant.

If the foregoing terms are acceptable, please have a duly authorized officer of your organization sign and date this letter of agreement and return it to the Foundation immediately.

Very truly yours,

Shinnyo-en Foundation

By Jack Gibson

Jack Gibson

Title Vice President

Date 4/18/2017

The George Mason University Foundation Inc., hereby agrees to the terms and conditions of the grant set forth above.

George Mason University Foundation Inc.

Signature _____

Printed Name Janet Bingham

Title President

Date 04.27.2017

EXHIBIT A

SHINNYO-EN FOUNDATION GRANT TO
GEORGE MASON UNIVERSITY FOUNDATION
FOR
"The Shinnyo Fellowship Program at S-CAR"

Grant Goal(s)*

This Fellowship program will carry forward the progression of learning and practice that begins in S-CAR's undergraduate program and helps all participants understand how their service contributes to a larger whole. More specifically, the Fellow will;

- Identify socially minded service organization(s) from within S-CAR's existing network and/or explore a new relationship that matches the Fellow's service and career interest.
- Increase knowledge and skills in project management, networking, and building relationships within local or global organization.
- Develop an understanding of how their career and personal paths could lead to a career in conflict resolution, social justice, or public service sectors.
- Broaden awareness of how skills and theoretical knowledge in conflict analysis and resolution can transfer to related job sectors including business, security, media, law, and government.
- Develop and strengthen leadership skills with peers while engaging with a local or global organization and working on a specific community project.
- Write prospectuses (one earlier in the Fellowship and the other at the completion of the Fellowship preferably) to describe the scope and extent of the Fellowship, including the Fellows' own paths to peace, and share them with the Foundation.
- Assist in recruiting future Fellows through service projects, events, and dialogues.

***Any changes or adjustments to goals and objectives require prior approval by Shinnyo-en Foundation. Please submit your request in writing to the Program Director.**

EXHIBIT B

SHINNYO-EN FOUNDATION GRANT TO
GEORGE MASON UNIVERSITY FOUNDATION
FOR
"The Shinnyo Fellowship Program at S-CAR"

Project Budget*

Line Item Description	**Estimated Cost**
Salary for Shinnyo Fellowship	$32,000
Travel to Shinnyo-en Foundation Annual Retreat and Reunion Session in May	$3,000
Professional Development	$1,000
Program Expenses	$1,000
Leadership Development Stipend for Mentor	$4,000
Subtotal	$41,000
Administrative Costs (including the Mason Foundation fee, supplies, catering)	$3,000
Total	$44,000

*** Any changes or adjustments to the project budget require prior approval by Shinnyo-en Foundation. Please submit your request in writing to the Program Director.**

Bruhn-Morris Family Foundation
311 Cameron St.
Alexandria, Virginia 22314

020318

July 17, 2014

Robert Johnson
College of Education and Human Development
George Mason University
4400 University Drive, MSN 2F1
Fairfax, VA 22030

Dear Rob,

The Bruhn-Morris Family Foundation is pleased to provide the George Mason University Foundation a grant of $28,512.50 in support of the following:

Professor Bethany Letiecq's project entitled "Early Childhood Care and Education in Alexandria: Using a CBPR Approach"

On behalf of the Bruhn-Morris Family Foundation, please know that we are happy to support the important work you are doing. We wish you much success in your efforts.

If you have any questions, please feel free to contact me directly at 703-299-8779.

Best regards,

Ellen Kennedy Folts
Executive Director

Enclosure

Cc: Bethany Letiecq

Exxon Mobil Corporation
3225 Gallows Road
Fairfax, Virginia 22037-0001

030005

ExxonMobil

October 10, 2007

Dr. Donna Sterling
Director, Center for Restructuring Education
George Mason University
4400 University Drive
MSN 4B3
Fairfax, VA 22030

Dear Dr. Sterling: Donna – It will be nice working with you!

On behalf of the Exxon Mobil Corporation, I am pleased to enclose a check in the amount of $25,000. This grant is for K6 or 612 Science Specialist Initiative.

The Omnibus Budget Reconciliation Act of 1993 requires that recipients of charitable donations of more than $250 provide the donor written confirmation of receipt, including the value of any goods and services provided to ExxonMobil. To comply with this Act, we ask that you return the attached acknowledgement to our office within thirty days.

Please be advised that to assist me in evaluating the programs to which the Corporation contributes, we use various tools to measure the effectiveness of our grants. For this reason, once the funds have been used, I would appreciate receiving a report describing your program, its goals, activities, and events associated with it. Please include several examples of other organizations' support.

ExxonMobil may include information on this grant in its public reports. We also request that you credit Exxon Mobil Corporation for its support wherever appropriate. If I can be of any assistance to you in making a public announcement of this grant, please let me know.

With this check, we send our best wishes for continued success.

Sincerely,

Patrick J. Dexter
Headquarters Community Relations Advisor

Enclosures

050103

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 2nd day of July, 1990 between Kenneth Heller, Chairman of the Accounting Department/BULE and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Accounting Excellence account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Accounting Excellence account are to be held in the George Mason University Foundation, Inc. The purpose of this account is provide sponsorships for the Accounting/BULE 5-year plan.

Procedures

The Chairman of the Accounting Department/BULE will be the Project Director of this account in the George Mason University Foundation, Inc. All requests for disbursements from the Accounting Excellence account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

Kenneth W Heller

Kenneth Heller
Chairman
Accounting/BULE

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

Board of Trustees
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Mr. Lutrelle F. Parker, Vice President
Mr. Richard A. Bishop, Secretary
Mrs. Elizabeth C. Dahlin, Assistant Secretary
Mr. Otis D. Coston, Jr., Treasurer
Dr. Hale N. Tongren, Assistant Treasurer

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Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

GEORGE MASON UNIVERSITY
FOUNDATION

subj file: 050508B

GIFT AGREEMENT CONTRIBUTING TO THE
CENTER FOR INNOVATION AND ENTREPRENEURSHIP

PARTIES

This confidential Agreement is by and between The Stevie Awards, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be allocated to the Center for Innovation and Entrepreneurship, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the Center for Innovation and Entrepreneurship, including support for a program manager position.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Mr. Michael P. Gallagher
   The Stevie Awards
   10560 Main Street, Suite 519
   Fairfax, VA 22030-7173

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   - **The Stevie Awards**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition will include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. The School of Business may provide additional recognition opportunities. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and June 30, 2018 totaling $195,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make monthly payments in satisfaction of this $195,000 pledge, totaling $65,000 a year annually for three (3) years. The first payment will be received by June 30, 2016. The DONOR may opt to extend this pledge by two (2) years; such a renewal will be confirmed in writing by June 30, 2018.

3. The DONOR does not intend to satisfy this pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement shall be binding upon the DONOR, the DONOR's successors and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

7. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

8. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

9. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 9th day of June, 20 16.

Mr. Michael P. Gallagher
The Stevie Awards
Donor

By: Sarah E Nutter
Sarah E. Nutter, PhD
Dean, School of Business
George Mason University

By: Jennifer W. Davis
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: Janet Bingham
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copies:

- Dean, School of Business, George Mason University

NON ENDOWED PROGRAM

subj file: 050508C

George Mason University Foundation, Inc.

GIFT AGREEMENT CONTRIBUTING TO THE
CENTER FOR GLOBAL BUSINESS INNOVATION AND TRANSFORMATION

PARTIES

This confidential Agreement is by and between Cheryl Amyx, BA '85, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be allocated to the Center for Global Business Innovation and Transformation, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the Center for Global Business Innovation and Transformation (including an Innovation Center or "Lab") to promote learning and research in the areas of business innovation and transformation; also to promote public forums to present its own work and other sources of learning in these areas.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Ms. Cheryl Amyx (self)
   115 Prince Street
   Alexandria, VA 22314-3311
   ~~**703-373-1984**~~ 703-898-2785

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   - **Ms. Cheryl Amyx**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, ~~intending to be legally bound, hereby irrevocably~~ pledges and promises through this Agreement to make gifts to the FOUNDATION between now and December 31, 2015 totaling $30,000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $30,000 pledge according to the following payment schedule:

Payment 1	$10,000	on or before December 31, 2013
Payment 2	$10,000	on or before December 31, 2014
Payment 3	$10,000	on or before December 31, 2015

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 6 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. ~~This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.~~

7. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

8. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

9. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 25 day of June, 2013

Cheryl Amyx, BA '85
Donor

By: _____
Sarah E. Nutter
Interim Dean, School of Management
George Mason University

By: _____
James J. Laychak
Associate Vice President, George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copies:

- Dean, School of Management

Hunter A. Applewhite
President
701 East Cary Street, Richmond, VA 23219
P.O. Box 26666, Richmond, VA 23261
dom.com/foundation

Dominion® Foundation

subject file
050508

October 14, 2014

Mr. Claiborne Gayden
George Mason University
School of Management
4400 University Drive
Enterprise Hall, MS 1B1
Fairfax, VA 22030-4444

Dear Mr. Claiborne -

On behalf of Dominion and the Dominion Foundation, I am pleased to enclose a check in the amount of $50,000 to George Mason University to support the Innovation Lab program.

This grant is part of our annual commitment of $1.3 million to support educational efforts through our Education Partnerships program. The enclosed news release describes the program and its funding goals. As we announce these grants, we hope to draw attention to the vital work you are doing and spur others to take action as well.

Also included with this letter are instructions on completing and filing the final report on this grant, which is due to our office by June 15, 2015.

Should you have questions about the grant or publicity, please contact Cynthia Balderson, manager of corporate philanthropy and community partnerships, at (804) 771-3723.

I congratulate you and your organization on being named one of this year's Education Partnerships recipients. We are proud to support your work.

Sincerely,

HAApplewhite

Hunter A. Applewhite

enclosures: Check
Dominion news release
Logo instructions
Final report instructions

cc: Mark F. McGettrick
Carolyn J. Moss
Iris E. Holliday
Cynthia P. Balderson
Deborah T. Johnson

emailed to
Diane Vermaaten
01/07/15

DR0034

215

Dominion Resources Inc.
701 E Cary Street
Richmond, VA 23219

Dominion Foundation

[redacted]

[redacted]

SCHOOL OF MANAGEMENT - GEORGE MASON UNIVERSITY
ENTERPRISE HALL MS 1B1/ 4400 UNIVERSITY DRIVE
FAIRFAX VA 22030

Remittance Advice

Invoice #	Invoice Net Amt
Innovation Lab	50,000.00

PLEASE DETACH BEFORE DEPOSITING CHECK

[redacted]

050517

May 11, 2016

Mr. Jerry Grossman
11126 Elmview Place
Great Falls, VA 22066-3014

Dear Mr. Grossman:

Thank you for your thoughtful decision to support George Mason University (University). This letter of intent confirms your wishes and the details of your gift. Your gift of $50,000 will be made through the George Mason University Foundation, Inc. (Foundation), and will support the Government Contracting Initiative in the School of Business (Fund).

Your generous commitment will be fulfilled through 3 annual installments of at least $15,000 beginning on July 1, 2016. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee. The amount of the fee is determined by the Board of Trustees of the Foundation and is currently six percent (6%).

In recognition of your generosity the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

I want to thank you again for your support of George Mason University. If the above information accurately reflects your intent, please sign and date this letter in the signature block below and return one original copy to me using the enclosed envelope. Should you have any questions regarding your gift please feel free to contact me at 703-993-2412.

With gratitude,

Eleanor Weis
Director of Advancement and Alumni Relations

The above information accurately reflects my plans to support George Mason University.

Jerry Grossman 5/28/16

Jerry Grossman Date

0700006C

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 9th day of July, 1990 between Henry G. Manne, Dean, George Mason University School of Law, and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the GMUSL Fund in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the GMUSL Fund are to be held in the George Mason University Foundation, Inc. The purpose of this account is for the general support for Law School programs.

Procedures

The Dean, GMU School of Law will be the Project Director of this account in the George Mason University Foundation, Inc. All requests for disbursements from the #6 account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

Henry G. Manne
Dean
GMU School of Law

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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0700006E

George Mason University Foundation, Inc.

GIFT AGREEMENT
PORTRAIT of THE HONORABLE OMER L. HIRST

PARTIES

This Agreement is by and between Nancy M. McCormick, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR hereby gives, donates, transfers, and conveys to the FOUNDATION, for the benefit of the UNIVERSITY; the materials described as the Portrait of The Honorable Omer L. Hirst, hereinafter called the PORTRAIT, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The PORTRAIT is described as 50"x40" oil on canvas portrait of the former Virginia state Senator Omer L. Hirst painted by Joseph Wallace King.

PROVISIONS

1. The DONOR hereby gives, donates, assigns, and conveys all of her rights in and title to the PORTRAIT to the FOUNDATION.

2. The DONOR warrants that she is the sole owner of the property conveyed and that such property does not infringe on any copyrights, violate any property rights, or contain any unlawful matter.

3. The PORTRAIT will be evaluated by the UNIVERSITY in accordance with the established fine art development policies. The PORTRAIT will be accessioned or disposed of as warranted by the fine art development policies.

4. Future maintenance of the PORTRAIT is the responsibility of the UNIVERSITY.

5. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

6. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

7. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

8. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 29th day of April, 2010.

Nancy M. McCormick
Nancy M. McCormick
Donor

By: _____
Daniel D. Polsby
Dean, School of Law, George Mason University

By: _____
Maurice W. Scherrens
Senior Vice President, George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy:

- Vice President, Facilities\
- Dean, School of Law

ITEMS OF VALUE, INC

appraisals . public/private sales . restoration
7419 Admiral Drive . Alexandria, Virginia 22307

tel: 703-660-9380
fax: 703-660-9384
web: IOVINC.COM

Jerome C. Ford, Ph.D.
President

TO WHOM IT MAY CONCERN:

The following is an appraisal to establish Fair Market Value (FMV) of the item described below, done at the request of Nancy M. McCormick (Mrs. Omer L. Hirst) of 6850 Elm Street, Suite 200A/B; McLean, Virginia 22101, by a professional appraiser who is qualified to assess the item.

Item Description	FMV
Painting, American, later 20th century, oil on canvas, signed bottom right in black "JOSEPH WALLACE KING", also marked bottom left "Vinc…", being a three-quarter length portrait of male in blue suit, wearing diagonally striped red-on-blue necktie, white shirt, graying brown hair, receded hairline, standing outside, looking to right of viewer, left hand in left jacket pocket, right arm leaning on a balustrade, a triangular pedimented colonnaded white building with wide front steps in lower right background against blue-gray hills beneath blue and clouded sky of white and dark clouds, 39-1/2" high x 29-1/2" wide, in 20th century molded goldtone frame having wide carved foliate ogee band with piercecut foredge, also fabric fillet, 50" high x 40" wide.	$8,400

Subject of the portrait is Omer Lee Hirst, a Virginia State Delegate and Senator (Virginia House of Delegates 1954-1959; Virginia Senate 1964-1979) and descendant of George Mason. Artist was a resident of Winston-Salem, North Carolina, known especially for his 1955 painting "Madonna in the Storm" and his 1972 portrait of Queen Elizabeth II. Building is background is the Virginia State capital building in Richmond. Painting @ $8,000. Framing @ $400.

Jerome C. Ford 03/05/10

Dr. Jerome C. Ford, registered appraiser
FID #541559000

070014A

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 27th day of May 1986, between Dr. Henry Manne, Dean (effective July 1, 1986), George Mason University School of Law and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Law and Economics Center Account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Law and Economics Center are to be held in the George Mason University Foundation, Inc. The purpose of this account is to promote the study of the relationship between law and economics.

Procedures

Dr. Henry Manne, Dean, George Mason University School of Law will be the Project Director of this account in the George Mason University Foundation, Inc. All requests for disbursements from the Law and Economics Center account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director and the Director of University Development at George Mason University.

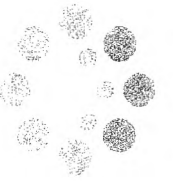
Elizabeth Carlson Dahlin
Director of Development
George Mason University

Dr. Henry Manne
Dean, George Mason University
School of Law

4400 University Drive, Fairfax, Virginia (703) 323-2443

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The Allergan Foundation

0700147

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Executive Director

February 22, 2016

Dr. Joshua Wright
George Mason University Foundation
c/o George Mason University School of Law
3301 Fairfax Drive, MS 1G3
Arlington, VA 22201

Dear Dr. Wright,

Please find enclosed The Allergan Foundation's donation to the George Mason University Foundation in the amount of $50,000, in support of the Global Anti-Trust Institute Programs. We hope that this grant will assist you in carrying out your valuable work.

Also enclosed is a copy of our grant funding agreement. Your deposit of the grant check will be deemed acceptance of all the terms and conditions contained within.

Please note that the Board of Directors requires a timely update on both your organization and the program being funded by this grant. As part of our online procedure. The Allergan Foundation has adopted a standardized format for our grant reporting. This report will help us assess the impact of our grant making program and better understand the work being done by your organization. Please expect to be contacted via email with requested reporting guidelines and a link to upload this information directly into our grants management system. We appreciate your feedback and value its importance in helping us assess the effectiveness of our program. We look forward to hearing of your progress.

If you have any questions regarding the grant terms and conditions or our reporting requirements, please feel free to call.

We wish you continued success in your endeavors.

Sincerely,

Gwyn Grenrock

Gwyn Grenrock
Executive Director
The Allergan Foundation

Enclosure

2525 Dupont Drive
P.O. Box 19534
Irvine, CA 92623-9534
Phone: 714 246-5766
Fax: 714/796-3495

The Allergan Foundation
Grant Terms and Conditions

Grant Recipient: George Mason University Foundation Inc.

Grant Amount: $50,000.00

a. **Your Tax-Exempt Status:** Our research informs us that the IRS has classified you as a public charity under Internal Revenue Code Section 509(a)(1), (2) or (3) (an "Exempt Public Charity").

b. **Grant Purpose and Expenditure of Funds:** The Grantee agrees to apply the grant funds exclusively toward the Global Anti-Trust Institute Programs, which are administered by the Grantee. If directors or officers of the Foundation are planning to attend an event described in the letter as a show of support for your organization, they will be there in their official capacities as representatives of the Foundation. Only officers and directors may accept tickets for this event. The grant funds are not to be used for any other purpose without the Foundation's prior approval in writing. However, if such use would require the Grantee to distribute the grant funds without the Grantee's discretion to another entity or individual, this grant will be deemed general and unrestricted with a non-binding recommendation that the grant funds be used for the specified purpose. The Grantee further agrees to use the grant proceeds only for educational, scientific, literary or other charitable purposes consistent with the Grantee's above described tax-exempt status. The Grantee will not use any of the grant funds to influence any legislation or the outcome of any election, to conduct a voter registration drive, or to pay the overhead expenses attributed to any such activities. Additionally, the Grantee will not use any of the grant funds to satisfy a charitable pledge or obligation of any person or organization other than the Foundation, or to provide any tangible economic benefit to any Foundation manager or substantial contributor or their respective family members.

c. **Return of Grant Funds:** The Grantee agrees to return any funds not expended for the purposes described above to the Foundation c/o Foundation Source at 55 Walls Drive, 3rd Floor, Fairfield, CT 06824. The rules governing private foundations also require you to return the enclosed grant if your organization is no longer recognized by the Internal Revenue Service as an Exempt Public Charity.

d. **Foundation and/or Allergan, Inc. Connection:** If a Foundation member exercises a position of control or management over you, alone or with others, the grant may be subject to additional terms or rescission. If this is the case, you may not expend any of the grant and you must notify Foundation Source immediately. No portion of the grant will be used to provide financial benefit to Allergan, Inc., any of its company or any employee of the company, nor is the grant in any way a condition of or conditioned upon a business relationship with Allergan, Inc. Additional conditions may apply and it may be necessary for you to return the donated funds.

e. **Regulations:** The grantee organization warrants that it will comply with all applicable laws and regulations in the expenditure of the grant and that it will not engage in any unlawful or unauthorized use or transfer of grant funds. In addition, no portion of the grant will be used by the grantee organization to provide financial, in-kind, technical or material benefit to any individual or entity, or agent thereof, that the grantee organization knows or has reason to know advocates, plans, sponsors, engages in or has engaged in terrorist or violent activity.

f. **Reporting:** The Grantee will retain appropriate records of the expenditures of grant funds and will submit a status report to the Foundation upon request. Failure to submit a report may jeopardize future support from the Foundation.

g. **Site Visits:** The Foundation reserves the right to conduct an on-site evaluation of all operations relating to the grant, including a visit(s) from Foundation personnel and to observe any program(s) relating to the activities financed by the Foundation's grant.

h. **Recognition:** This contribution is from The Allergan Foundation, not Allergan, Inc. Should you choose to acknowledge or recognize this grant, please do so in the name of The Allergan Foundation.

i. **Other Terms:** If any document relating to this particular grant contains conflicting terms, these Grant Terms and Conditions govern. This grant is subject to these Terms and Conditions and by cashing the grant check, you are indicating that you agree to its terms.

As used herein the term "Grantee" and the like means the recipient of the Grant. The term "Foundation" means the foundation making the Grant.

0700140

LILLY ENDOWMENT INC

March 19, 2015

A private, family foundation since 1937

Henry N. Butler, J.D., Ph.D.
Executive Director, Law & Economics Center
The George Mason University Foundation, Incorporated
School of Law
3301 Fairfax Drive, MS 163
Arlington, VA 22201

Re: Grant No. 2015 0139-000
Purpose: Law and Economics Center judicial education programs

Dear Dr. Butler:

It is a pleasure to inform you that Lilly Endowment Inc. has awarded a grant of $100,000 to The George Mason University Foundation, Incorporated for the above-referenced purpose.

Enclosed are two copies of "A Proposal To Enter Into Grant Agreement." If your organization is incorporated within the state of Indiana and you find these in order, please execute both copies, returning one copy to our office and retaining the other for your files. If your organization is incorporated outside of the state of Indiana and you find these in order, please execute both copies and return them to this office for countersignature. We will then send a completely executed copy to you for your files.

Please note the schedule of reporting dates for program and financial reports. We require that these program and financial reports be received at the Endowment by the dates specified. If persons other than yourself are responsible for completing the required reports, please forward a copy of the Grant Agreement indicating the report due dates and procedures for budget revisions. Further, we request that you refer to the grant number in any correspondence about the grant.

In addition, a report format is enclosed to assist you in preparing financial reports to the Endowment. The financial report should follow the format of the budget that has been approved and attached to this Grant Agreement. Please refer to Page 2, paragraph 5 of the Grant Agreement if you anticipate budget changes.

You will note in the Grant Agreement that Lilly Endowment must give prior approval to any press announcement you make concerning this grant.

We look forward to working with you on this project.

Sincerely,

Chuck

Charles D. Preston
Program Director

CC: Mr. David A. Roe

2801 North Meridian Street
Post Office Box 88068
Indianapolis, IN 46208-0068

ARTICLE II
GENERAL CONDITIONS

The Grantee accepts and agrees to comply with the following General Conditions:

1. PURPOSE. The grant shall be used solely for the purpose specified in Article I of this Grant Agreement (the "Agreement") and shall be so designated on the Grantee's records.

2. PROGRAM MONITORING AND EVALUATION. The Endowment may, at its expense, monitor and conduct an evaluation of operations under this grant, which may include visits by representatives of the Endowment to observe the Grantee's procedures and operations in connection with this grant and to discuss the grant with the Grantee's personnel.

3. ACCOUNTING RECORD REQUIREMENTS AND FINANCIAL REVIEW. The method of recording receipts and disbursements related to this grant on the accounting records of the Grantee is outlined in Article II, Section 4, below. Vouchers consisting of bills, invoices, cancelled checks, receipts, etc., which document the disbursement of funds for this grant, shall be retained by the Grantee for at least two years after final disbursement of the grant and may be examined by Endowment representatives on reasonable notice during regular business hours. Copies of such documents shall be furnished to the Endowment at its request and expense. The Endowment may, at its expense and on reasonable notice to the Grantee, inspect, audit, or copy the Grantee's records pertaining to this grant.

4. ACCOUNTING AND FINANCIAL REQUIREMENTS.

a. If the purpose of this grant is for general and/or operating support, no special requirements are specified for the method of recording receipts and disbursements on the accounting records of the Grantee for this grant.

b. If the purpose of this grant is to support a project (any purpose other than for general and/or operating support), the use of grant funds is restricted solely to the purpose of the grant and should be so designated on Grantee accounting and financial records. Under no circumstances may grant funds be expended, borrowed (inter-fund), pledged or transferred for reasons unassociated with the stated purpose of this grant. For purposes of controlling and reporting on the receipt and disbursement of grant funds, Grantee accounting records should be structured so that such transactions are easily and readily identifiable.

5. BUDGET. If there is a budget for this grant, it has been attached. The Grantee may reallocate budgeted items up to the lesser of $1,000 or 10% of individual line item amounts, provided that prior written notice is given to the Endowment. Changes in the budget in excess of the foregoing mentioned limits may not be made without prior written approval of the Endowment.

6. PAYMENT SCHEDULE. The schedule of grant payments is a preliminary estimate of the timing and amount of cash remittances to the Grantee that will meet satisfactorily the requirements of the grant. The Endowment, however, on its own initiative or at the request of the Grantee, may modify scheduled dates and payment amounts and will so notify the Grantee when and if such changes seem to be indicated. If there are matching or other conditions related to this grant (as noted under Special Conditions, Article II, Section 19), the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which the conditions are satisfied in accordance with this Agreement, unless the Special Conditions expressly provide otherwise.

Grantee or for which it became legally responsible before notification of the Endowment's decision. Accordingly, the Endowment may at any time, with or without cause, cancel the unpaid portion of this grant by notice to the Grantee. As soon as possible after such notice, the Grantee shall furnish a complete list of such expenses, and the Endowment thereupon shall pay to the Grantee an amount equal to the total of those expenses. After making such payment, the Endowment shall have no further obligation to the Grantee, its officers, agents or representatives.

13. COUNSELING. Occasionally the Endowment makes available to a Grantee counseling or other assistance from a member of the Endowment's staff or from one of its consultants. In every case, the Grantee is entirely free to decline or avail itself of this assistance and to accept or disregard in whole or part the recommendations offered. Neither the Endowment nor the person offering assistance to the Grantee shall have any liability to the Grantee, its officers, agents or representatives because of reliance on such assistance or adoption of such recommendations.

14. PUBLICITY. If the Grantee wishes to issue a news release concerning this grant, the text of the proposed release must be submitted to the Endowment for review prior to the release date. No release shall be made without the Endowment's approval.

15. ADDITIONAL SUPPORT. By making this grant, the Endowment assumes no obligation to provide other or future support for the Grantee.

16. NOTICES. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Endowment:
Lilly Endowment Inc.
Attention: Treasurer's Office
Post Office Box 88068
Indianapolis, Indiana 46208-0068

To the Grantee:
As provided on the first page of this Agreement unless otherwise specified here by the Grantee:

_____

_____

_____

_____

17. WAIVER. No waiver of any right under this Agreement shall be effective unless set forth in a notice from the party possessing such right to the other party, and the exercise by either party of any right or remedy under this Agreement shall not thereafter prevent that party from exercising any other right or remedy.

18. INDIANA LAW. The law of the State of Indiana exclusively shall govern and apply to all legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this Agreement, and under no circumstance shall reference be made to the law of any other jurisdiction for any purpose. This Agreement shall be deemed to be entered into and formed in Indiana and shall become effective when (i) the Endowment receives a copy of this instrument bearing the Grantee's acceptance at the Endowment's offices in Indianapolis, Indiana and (ii) in the case of a grantee that is headquartered outside the State of Indiana, the Endowment countersigns the Agreement at its offices in Indianapolis, Indiana. All legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this agreement, shall be heard exclusively in

LILLY ENDOWMENT INC.

SPECIAL CONDITIONS
TO
THE GEORGE MASON UNIVERSITY FOUNDATION, INCORPORATED

GRANT #2015 0139-000

Set forth below are Special Conditions applicable to the above-numbered grant described in the Agreement between Lilly Endowment Inc. and the Grantee identified in that Agreement:

1. Pursuant to Section 4945(d)(1) of the Internal Revenue Code of 1986 (the "Code"), Lilly Endowment Inc. (the "Endowment"), is prohibited from expending any of its funds "to carry on propaganda, or otherwise to attempt to influence legislation." The United States Department of the Treasury has issued regulations (the "Treasury Regulations") interpreting this prohibition. (See Treasury Regulations section 53.4945-2.) In order for the Endowment to comply with the provisions of Code section 4945(d)(1) and the Treasury Regulations, the Grantee represents, warrants and agrees as follows:

(a) The Endowment has not earmarked, within the meaning of Treasury Regulations section 53.4945-2(a)(5)(i), any part of the grants funds to be used to carry on propaganda or in an attempt to influence legislation.

(b) The Grantee will submit to the Endowment complete and accurate budget information with respect to the grant.

(c) The amount of the grant, together with other grants made by the Endowment and all other private foundations to the Grantee, used for any project in the same year, does not exceed the amount budgeted by the Grantee, for the year of the grant, for activities of such project that are not the carrying on of propaganda or attempts to influence legislation. (See Treasury Regulations section 53.4945-2(a)(6)(ii)(B).)

(d) No part of the grant funds will be used to carry on propaganda or in an attempt to influence legislation.

(e) The Grantee shall pay to the Endowment, upon demand, an amount equal to the amount of the grant funds expended by the Grantee in violation or breach of any of the terms or conditions of this Special Condition 1.

070014

070014

laura and john arnold foundation

February 13, 2015

Ms. Janet Bingham
President
George Mason University Foundation, Inc.
4400 University Drive
Fairfax, VA 22030

Dear Ms. Bingham:

It is my pleasure to inform you that the Directors of the Laura and John Arnold Foundation (the "*Foundation*") have authorized a grant to George Mason University Foundation, Inc. ("*Grantee*") in the amount of $346,800.00 (three hundred forty-six thousand eight hundred dollars) (the "*Grant*"), payable in installments as set forth below, subject to Grantee's acceptance of, compliance with or the making of, as the case may be, the terms, conditions, agreements, warranties, representations, and other provisions set forth in this agreement (this "*Agreement*").

The Grant shall be used for the sole purpose of funding one (1) judicial symposium, to be hosted by George Mason University School of Law and The Judicial Education Program of the Law & Economics Center, entitled *The Law and Economics of Criminal Justice: Theory, Empirical Evidence, and Practical Reforms* (collectively, the "*Purpose*").

Grantee and the Foundation acknowledge, agree, and consent to the following terms, conditions, agreements, warranties, representations, and other provisions, which either relate to or are attached to the Grant:

1. ***Charitable Purpose.*** Grantee agrees that the Grant will only be used for charitable, educational, and/or scientific purposes as such purposes are generally defined by those authorities interpreting the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, including any corresponding provisions of predecessor or successor federal tax laws, "*Code*") and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law. Grantee agrees that the Grant (and all income or gains earned thereon) shall be used solely for the Purpose, unless approved otherwise by prior written consent of the Foundation.

2. ***Term.*** The term of this Agreement will commence on the date Grantee executes this Agreement as set forth on the signature page hereto (the "*Effective Date*") and will expire on April 30, 2016, unless terminated earlier as provided herein (the "*Term*").

Grantee is a publicly supported charity within the meaning of Code Section 170(b)(1)(A)(iv) or (vi) or Section 509(a)(2), Grantee represents that the Grant will not cause Grantee to lose its status as a publicly supported charity.

c. The Purpose of the Grant is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Grant will only be used for such educational purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law.

d. All information relating to the Grant heretofore provided to the Foundation by Grantee or to be provided to the Foundation by Grantee during the Term has been, and for the duration of the Term (and for so long as any obligations pursuant to Sections 5 and 6 of this Agreement remain outstanding) will at all times continue to be true, accurate and complete in all material respects.

5. ***Records.*** Grantee will maintain accurate and complete records of receipts of and expenditures made from Grant funds and will keep these records during the period covered by Grantee's reporting obligations specified in Section 6 of this Agreement and for at least three (3) years thereafter. During the Term, and for three (3) years thereafter, upon the request of the Foundation, Grantee shall make such records available for inspection by the Foundation and its representatives during normal business hours, and Grantee shall cooperate and assist the Foundation with the Foundation's review of such records.

6. ***Reporting and Information.***

a. Grantee will immediately provide the Foundation with a copy of Grantee's current, valid determination letter from the Internal Revenue Service recognizing Grantee's status as a Qualifying Grantee.

b. Grantee will immediately furnish the Foundation with any information concerning a threatened, proposed, or actual change in Grantee's status as a Qualifying Grantee.

c. Grantee will promptly provide the Foundation with: (i) copies of Grantee's financial statements and Forms 990, with respect to Grantee's fiscal years ending on June 30, 2015, and June 30, 2016, as such documents become available; and (ii) a report to be submitted to the Foundation no later than January 31, 2016 (the "*Grant Report*"). The Grant Report will include a detailed account of expenditures of Grant funds and a narrative of what was accomplished by the use of such funds during the year (including a description of progress made in fulfilling the Purpose of the Grant and a confirmation of Grantee's compliance with the terms of this Agreement, including the Budget

the Foundation to Grantee of the termination and (b) if so elected by the Foundation, the date on which the event triggering the right of termination occurred. The delay in, or failure of, the Foundation to exercise its right to terminate at any time shall not be a waiver of such right, either with respect to the cause giving rise thereto or any other cause for termination, and the payment by the Foundation of any portion of the Grant after notice of an event giving rise to a right to terminate shall not be a waiver of the right to terminate or any rights of the Foundation upon termination, and in no event will such delay, failure or payment give rise to any argument for novation, ratification, estoppel, laches or any other equitable or legal defense if the Foundation later elects to exercise its right of termination.

8. ***Payment Obligation; Return of Funds.*** In the event that the Foundation terminates this Agreement pursuant to the terms hereunder:

   a. Any remaining payment obligation of the Foundation to Grantee, whether under this Grant or otherwise, shall be null and void as of the Termination Effective Date;

   b. If the Foundation terminates this Agreement pursuant to any provision hereunder other than Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to the Foundation any amounts of the Grant previously paid to Grantee which have not yet been expended as of the Termination Effective Date or which were not used for the Purpose; and

   c. If the Foundation terminates this Agreement pursuant to either Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to the Foundation an amount equal to the amount of the Grant previously paid to Grantee.

9. ***Indemnity; Liability.*** Grantee shall indemnify, defend and hold harmless the Foundation, its officers, directors, founders, employees and agents and each of their affiliates (collectively the "*Foundation Parties*"), from and against, any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred or imposed upon the Foundation Parties in connection with any claims, suits, actions, demands or judgments, arising out of or related to (a) any act or omission of Grantee, its employees or agents in applying for or accepting the Grant, (b) the expending of Grant funds furnished pursuant to this Agreement, or (c) the carrying out of any programs or projects funded by the Grant. The Foundation shall not be liable for any losses, damages, claims or other liabilities arising out of Grantee's activities. It is expressly understood that the Foundation, by making the Grant and entering into this Agreement, has no obligation to provide other or additional support to Grantee.

10. ***Publicity.*** Grantee may release information regarding the Grant provided that at the time of such release Grantee is in compliance with the provisions of this Agreement and provided that Grantee has received ***prior*** **written approval** from either the

delegate any of its obligations, without the prior written consent of the Foundation, which consent the Foundation may withhold, condition or delay in its sole discretion.

17. ***No Third Party Rights.*** Except as set forth in Section 9 of this Agreement, it is the explicit intention of the parties that no person or entity other than the parties is or shall be entitled to bring any action to enforce any provision of this Agreement and that the covenants and agreements set forth herein shall be solely for the benefit of and enforceable only by the parties or their respective successor and assigns as permitted hereunder.

18. ***Remedies.*** The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law or equity.

19. ***Independent Parties.*** Nothing in this Agreement shall constitute the naming of Grantee as an agent or representative of the Foundation for any purpose. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.

20. ***Survival.*** The provisions of Sections 5, 6, 8, and 9 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

21. ***Multiple Counterparts.*** This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement.

22. ***Contact Information.*** For information regarding the Grant, please contact:

    Laura and John Arnold Foundation
    c/o Rachele Grieco, New York Office Manager
    250 West 57th Street, Suite 1818
    New York, NY 10107
    Phone: 212.590.0101
    E-mail: RGrieco@arnoldfoundation.org

Acknowledgment of Grantee's agreement to the representations, warranties, terms, and conditions set forth in this Agreement must be made by a duly authorized officer of Grantee who should execute a copy of this Agreement and return an executed copy to the Foundation within fifteen (15) business days from the date on the first page of this Agreement, and if a duly executed copy of this Agreement is not received by the Foundation within such fifteen (15) business days, this Agreement and the Grant are hereby revoked.

EXHIBIT A
BUDGET

Item	Description	Total (for 168 participants)
Hotel	$300 per person, per night for 2 nights	$100,800
Transportation[1]	$450 (average) per person	$75,600
Meals, Breaks	$500 per person	$84,000
Reading Materials, Supplies	$50 per person	$8,400
Honorarium		
Faculty Coordinator	$12,000 x 1	$12,000
Faculty Lecturers	$3,000 x 6	$18,000
Pro Bono Lecturers	$0 x 6	$0
Meeting Space	$5,000	$5,000
Meeting Planning & Support[2]	$10,000	$10,000
Administrative Support[3]	$10,000	$10,000
Ground Transportation	$3,000	$3,000
Video Production/Editing/Webcast	$15,000	$15,000
Miscellaneous Expenses[4]	$5,000	$5,000
Total Direct Expenses		**$346,800**

[1] Covered participant transportation expenses include coach airfare or train fair and shuttle service to and from the hotel for the program participant.

[2] Meeting Planning & Support Costs include costs for event staff time devoted to negotiate contracts and to arrange meeting space (2 staff members) and costs for on-site staffing of the event from start to finish (a large-scale symposium generally will have 4-6 staff members staffing the event).

[3] Administrative Support includes costs for education staff time devoted to preparing the agenda; arranging speakers; recruiting participants; reviewing and approving participant applications; reviewing, approving, and processing travel reimbursements for participants and speakers.

[4] Miscellaneous Expenses include designer and printer costs; mailhouse costs; FedEx costs (for shipping items to and from conference site); and costs associated with registration via Cvent (Grantee's event registration and management software).

subj file -
LEC 07001414E

laura and john arnold foundation

December 16, 2013

Ms. Janet Bingham
President
George Mason University Foundation, Inc.
4400 University Dr.
Fairfax, VA 22030

Dear Ms. Bingham:

It is my pleasure to inform you that the Directors of the Laura and John Arnold Foundation (the "*Foundation*") have authorized a grant to George Mason University Foundation, Inc. ("*Grantee*") in the amount of $693,600.00 (six hundred ninety-three thousand six hundred dollars) (the "*Grant*"), payable in installments as set forth below, subject to Grantee's acceptance of, compliance with or the making of, as the case may be, the terms, conditions, agreements, warranties, representations, and other provisions set forth in this agreement (this "*Agreement*").

The Grant shall be used for the sole purpose of hosting two judicial education symposia on the economics and law of public pension reform in order to expand the accessibility of public sector retirement research (collectively, the "*Purpose*").

Grantee and the Foundation acknowledge, agree, and consent to the following terms, conditions, agreements, warranties, representations, and other provisions, which either relate to or are attached to the Grant:

1. ***Charitable Purpose.*** Grantee agrees that the Grant will only be used for educational purposes as such purposes are generally defined by those authorities interpreting the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, including any corresponding provisions of predecessor or successor federal tax laws, "*Code*") and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law. Grantee agrees that the Grant (and all income or gains earned thereon) shall be used solely for the Purpose, unless approved otherwise by prior written consent of the Foundation.

2. ***Term.*** The term of this Agreement will commence on the date Grantee executes this Agreement as set forth on the signature page hereto (the "*Effective Date*") and will expire on December 31, 2014 unless terminated earlier as provided herein (the "*Term*").

2800 POST OAK BLVD., SUITE 225 • HOUSTON, TX 77056 • P. 713.554.1349 • F. 832.615.8669

3. ***Payment of Grant Funds.*** Until the earliest of such time as the Grant has been paid in full, the end of the Term, or the termination of this Agreement pursuant to Section 7 of this Agreement, and provided Grantee is in full compliance with the terms of this Agreement, the Foundation shall pay Grantee the Grant in two (2) installment payments as follows (each, an "*Installment Payment*"): (a) the first Installment Payment of $346,800.00 (three hundred forty-six thousand eight hundred dollars) within thirty (30) business days of the execution and delivery of a signed copy to the Foundation of this Agreement by Grantee; and (b) the second Installment Payment of $346,800.00 (three hundred forty-six thousand eight hundred dollars) upon the completion of the first symposium no later than May 2014 and satisfactory submission of the interim report due June 30, 2014, as described in Section 6(c). All Installment Payments pursuant to this Agreement will be contingent on Grantee's compliance with the budget and milestones set forth in Exhibits A and B attached hereto and incorporated herein (the "*Budget and Milestones*"), in a manner satisfactory to the Foundation. Grantee shall use its best efforts to achieve compliance with the Budget and Milestones. The Foundation shall not be obligated to make any Installment Payment if the Foundation determines in its sole discretion that Grantee is not in full compliance with the terms of this Agreement or is not in full compliance with the Budget and Milestones. If the Foundation does not make an Installment Payment because Grantee is not in full compliance with the terms of this Agreement or is not in full compliance with the Budget and Milestones, the Foundation shall not later be obligated to make such Installment Payment, even if Grantee subsequently cures such breach or becomes in full compliance with the Agreement, Budget, and Milestones.

4. ***Representations and Warranties.*** Grantee makes the following representations and warranties:

   a. Grantee is a nonprofit corporation, duly formed, validly existing, and in good standing in the State of Virginia with all corporate power, authority, and permits necessary to carry on its activities, including the Purpose of the Grant.

   b. Grantee is currently, and at all times during the Term will be, a Qualifying Grantee. For purposes of this Agreement, a "*Qualifying Grantee*" is an organization which at all times meets the following criteria: (i) it is an organization described in Code Section 501(c)(3) or a governmental unit defined in Code Section 170(c)(1), (ii) it is not a "private foundation" within the meaning of Code Section 509(a), (iii) it is not a Type III Supporting Organization within the meaning of Code Section 509(a)(3), and (iv) it is an organization pursuant to which the acceptance of the provisions of this Agreement or of the Grant will not adversely affect Grantee's status as (1) an organization described in Code Sections 501(c)(3) or 170(c) or (2) an organization which is not a "private foundation" or a Type III Supporting

Organization within the meaning of Code Section 509(a). Grantee is not aware of any threat or challenge to its status as a "Qualifying Grantee." Furthermore, if Grantee is a publicly supported charity within the meaning of Code Section 170(b)(1)(A)(iv) or (vi) or Section 509(a)(2), Grantee represents that the Grant will not cause Grantee to lose its status as a publicly supported charity.

c. The Purpose of the Grant is educational as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Grant will only be used for such educational purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law.

d. All information relating to the Grant heretofore provided to the Foundation by Grantee or to be provided to the Foundation by Grantee during the Term has been, and for the duration of the Term (and for so long as any obligations pursuant to Sections 5 and 6 of this Agreement remain outstanding) will at all times continue to be true, accurate and complete in all material respects.

5. ***Records.*** Grantee will maintain accurate and complete records of receipts of and expenditures made from Grant funds and will keep these records during the period covered by Grantee's reporting obligations specified in Section 6 of this Agreement and for at least three (3) years thereafter. During the Term, and for three (3) years thereafter, upon the request of the Foundation, Grantee shall make such records available for inspection by the Foundation and its representatives during normal business hours, and Grantee shall cooperate and assist the Foundation with the Foundation's review of such records.

6. ***Reporting and Information.***

a. Grantee will immediately provide the Foundation with a copy of Grantee's current, valid determination letter from the Internal Revenue Service recognizing Grantee's status as a Qualifying Grantee.

b. Grantee will immediately furnish the Foundation with any information concerning a threatened, proposed, or actual change in Grantee's status as a Qualifying Grantee.

c. Grantee will promptly provide the Foundation with: (i) copies of Grantee's financial statements and Forms 990, with respect to Grantee's fiscal years ending on June 30, 2013 and 2014 as such documents become available and (ii) an interim report due June 30, 2014 and an a final report to be submitted to the Foundation no later than December 31, 2014 (the "*Grant Reports*"). The Grant Reports will include a detailed account of expenditures of Grant funds

and a narrative of what was accomplished by the use of such funds during the year (including a description of progress made in fulfilling the Purpose of the Grant and a confirmation of Grantee's compliance with the terms of this Agreement). Grantee also agrees to provide the Foundation with a copy of all materials developed or published with the Grant. If, during the Term, the Grant funds are not expended by Grantee, the Grant Report will also include a detailed description of (1) the income, distributions and assets of any endowment fund established with the Grant; (2) the progress with respect to any program, capital campaign or other purpose for which the Grant has been made; and/or (3) any other information requested by the Foundation reasonably in advance of the due date of the relevant Grant Report. Grantee will provide the Foundation prompt written notice (i) if any of the events in Section 7 of this Agreement occurs and (ii) of each and every event which, at the giving of notice or lapse of time, could reasonably be expected to constitute an event described in Section 7 of this Agreement.

7. ***Termination.*** This Agreement may be terminated by the Foundation if any of the following has occurred, it being understood and agreed that the determination of whether any such condition or event has occurred will be made by the Foundation in its sole discretion:

   a. Any of the warranties or representations made by Grantee in this Agreement is or becomes untrue in any respect;

   b. There is a material change in the purpose, character or method of operation of Grantee, or a material change in the leadership of Grantee;

   c. Grantee uses any portion of the Grant for any purpose other than the Purpose without the prior written consent of the Foundation;

   d. The Internal Revenue Service makes a determination, preliminary or otherwise, that the Grant does not constitute a qualifying distribution by the Foundation within the meaning of Code Section 4942(g)(1)(A) or (B);

   e. Grantee has materially misrepresented to the Foundation its activities or financial condition;

   f. Grantee fails to comply with any of the provisions of this Agreement (including Exhibits A and B); or

   g. The Grant or its Purpose does not contribute to the accomplishment of the Grantee's charitable mission as originally anticipated.

The effective date of the Foundation's termination of this Agreement (the "*Termination Effective Date*") shall be the earlier of (a) the date notice is given by

the Foundation to Grantee of the termination and (b) if so elected by the Foundation, the date on which the event triggering the right of termination occurred. The delay in, or failure of, the Foundation to exercise its right to terminate at any time shall not be a waiver of such right, either with respect to the cause giving rise thereto or any other cause for termination, and the payment by the Foundation of any portion of the Grant after notice of an event giving rise to a right to terminate shall not be a waiver of the right to terminate or any rights of the Foundation upon termination, and in no event will such delay, failure or payment give rise to any argument for novation, ratification, estoppel, laches or any other equitable or legal defense if the Foundation later elects to exercise its right of termination.

8. ***Payment Obligation; Return of Funds.*** In the event that the Foundation terminates this Agreement pursuant to the terms hereunder:

   a. Any remaining payment obligation of the Foundation to Grantee, whether under this Grant or otherwise, shall be null and void as of the Termination Effective Date;

   b. If the Foundation terminates this Agreement pursuant to any provision hereunder other than Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to the Foundation any amounts of the Grant previously paid to Grantee which have not yet been expended as of the Termination Effective Date or which were not used for the Purpose; and

   c. If the Foundation terminates this Agreement pursuant to either Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to the Foundation an amount equal to the amount of the Grant previously paid to Grantee.

9. ***Indemnity; Liability.*** Grantee shall indemnify, defend and hold harmless the Foundation, its officers, directors, founders, employees and agents and each of their affiliates (collectively the "*Foundation Parties*"), from and against, any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred or imposed upon the Foundation Parties in connection with any claims, suits, actions, demands or judgments, arising out of or related to (a) any act or omission of Grantee, its employees or agents in applying for or accepting the Grant, (b) the expending of Grant funds furnished pursuant to this Agreement, or (c) the carrying out of any programs or projects funded by the Grant. The Foundation shall not be liable for any losses, damages, claims or other liabilities arising out of Grantee's activities. It is expressly understood that the Foundation, by making the Grant and entering into this Agreement, has no obligation to provide other or additional support to Grantee.

10. ***Publicity.*** Grantee may release information regarding the Grant provided that at the time of such release Grantee is in compliance with the provisions of this Agreement

and provided that Grantee has received ***prior* written approval** from either the Foundation's President or its Director of Communications. Moreover, Grantee will furnish the Foundation with copies of any such news releases or other written materials releasing or including such information that has received prior written approval from the Foundation within a reasonable time after such release. Grantee will advise the Foundation immediately if there is any unauthorized release of information. Without further notice to or consent from the Grantee, the Foundation may include information about this Agreement and/or Grant, the amount and purpose of the Grant, and any photographs, reports, or other published or printed materials provided by Grantee to the Foundation in the Foundation's published reports, website, news releases, and other external communications related to the Foundation. Notwithstanding the foregoing, however, Grantee may release any information about the Agreement and/or Grant that is required to be disclosed under any applicable laws or regulations.

11. ***Gifts.*** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic and charitable purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff, or affiliates with any membership, commemorative items, recognition plaques or gratuities or benefits of any kind.

12. ***Governing Law and Venue.*** This Agreement shall be governed by the laws of the State of Texas, and shall be performable and enforceable in Harris County, Texas. The sole and exclusive jurisdiction for any dispute arising under or related to this Agreement shall be in the state district courts of Harris County, Texas, and Grantee irrevocably submits in advance to personal jurisdiction in the state district courts of Harris County, Texas.

13. ***Entire Agreement.*** This Agreement supersedes any prior oral or written understanding or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereto. This Agreement may not be amended or modified, nor any of its provisions waived, except in a written document signed by an authorized representative of Grantee and the Foundation.

14. ***Waiver.*** Any waiver of any kind by either party of a breach of this Agreement shall not operate or be construed as a waiver of such breach or any subsequent breach. Either party's delay or omission in exercising any right, power, or remedy pursuant to a breach or default by the other party shall not impair any right, power, or remedy which that party may have.

15. ***Severability.*** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.

16. ***Assignment.*** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors, assigns, heirs and legatees; *provided, however,* Grantee cannot assign, or otherwise transfer, its rights or delegate any of its obligations, without the prior written consent of the Foundation, which consent the Foundation may withhold, condition or delay in its sole discretion.

17. ***No Third Party Rights.*** Except as set forth in Section 9 of this Agreement, it is the explicit intention of the parties that no person or entity other than the parties is or shall be entitled to bring any action to enforce any provision of this Agreement and that the covenants and agreements set forth herein shall be solely for the benefit of and enforceable only by the parties or their respective successor and assigns as permitted hereunder.

18. ***Remedies.*** The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law or equity.

19. ***Independent Parties.*** Nothing in this Agreement shall constitute the naming of Grantee as an agent or representative of the Foundation for any purpose. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.

20. ***Survival.*** The provisions of Sections 5, 6, 8, and 9 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

21. ***Multiple Counterparts.*** This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement.

22. ***Contact Information.*** For information regarding the Grant, please contact:

    Laura and John Arnold Foundation
    c/o Josh McGee, Vice President of Public Accountability
    2800 Post Oak Blvd., Suite 225
    Houston, Texas 77056
    Phone: 713-554-1916
    E-mail: josh@arnoldfoundation.org

Acknowledgment of Grantee's agreement to the representations, warranties, terms, and conditions set forth in this Agreement must be made by a duly authorized officer of Grantee who should execute a copy of this Agreement and return an executed

copy to the Foundation within fifteen (15) business days from the date on the first page of this Agreement, and if a duly executed copy of this Agreement is not received by the Foundation within such fifteen (15) business days, this Agreement and the Grant are hereby revoked.

Please do not hesitate to contact me if you have any questions regarding this Agreement. We look forward to our Grant assisting your organization accomplish its mission and charitable goals.

Very truly yours,

Denis Calabrese
President

ACCEPTED AND AGREED:

GEORGE MASON UNIVERSITY FOUNDATION, INC.
Grantee

By: Janet Bingham

Name: JANET BINGHAM

Title: PRESIDENT

Date: 12-17-13

EXHIBIT A
BUDGET

Expense	Description	Total
Hotel	$300 per night per person for 2 nights	$100,800
Transportation	$450 (average) per person	$75,600
Meals, Breaks	$500 per person	$84,000
Reading Materials, Supplies	$50 per person	$8,400
Honorarium		
Faculty Coordinator	$12,000 x 1	$12,000
Faculty Lecturers	$3,000 x 6	$18,000
Pro Bono Lecturers	$0	$0
Meeting Space	$5,000	$5,000
Meeting Planning & Support	$10,000	$10,000
Administrative Support	$10,000	$10,000
Ground Transportation	$3,000	$3,000
Video Production/Editing/Webcast	$15,000	$15,000
Miscellaneous Expenses	$5,000	$5,000
Direct Expense Per Symposium		**$346,800**
Total Direct Expenses for Two Symposia		**$693,600**

EXHIBIT B
MILESTONES

Milestone	Description	Timeline
(I) Symposium Agenda	1. Grantee will model the agenda on the concepts outlined in the law review article written by LJAF Director of Research, Stuart Buck (the "*Director*"). The Grantee will work in consultation with the Director to finalize the agenda.	**December 2013-January 2014**
	2. If the Grantee receives feedback in regards to the agenda from attendees after the first symposia, Grantee will also consult with the Director to make any modifications to the agenda.	**May 2014**
(II) Symposium Location and Date	1. Grantee will host the first symposium in a location that is convenient to judges located on the eastern half of the United States.	**April 2014**
	2. Grantee will host the second symposium in a location that is convenient to judges located on the western half of the United States.	**September 2014**
(III) Symposium Lecturers and Attendance	1. Grantee will provide the Foundation with a list of confirmed lecturers no later than sixty (60) days prior to each symposium.	**February 2014 and July 2014**
	2. Grantee will provide the Foundation with a list of all attendees to each Symposium no later than thirty (30) days after each symposium.	**May 2014 and October 2014**

GRANTEE'S
FILE COPY

subj file
070014F

LILLY ENDOWMENT INC

A private, family foundation since 1937

PROPOSAL TO ENTER INTO GRANT AGREEMENT

Lilly Endowment Inc. (the "Endowment"), is pleased to propose the grant described below, subject to the following General Conditions and any Special Conditions or other Special Terms:

ARTICLE I
DESCRIPTION OF GRANT

N Pledge
04.03.18
$100K
pymt 07.31.2018

070014(2)

Grantee (name and address):	George Mason University Foundation, Inc. 4400 University Drive Fairfax, VA 22030-4444 ATTN: Mr. David A. Roe
Grant Number:	2018 0017 *
Amount of Grant:	$100,000
Grant Period:	July 1, 2018 - June 30, 2019

(This is the period during which the Grantee must expend or dedicate the grant funds as required in the Grant Agreement. At the end of the Grant Period, grant funds not expended or dedicated as required in the Grant Agreement are subject to reversion unless the Endowment has extended the Grant Period in writing.)

Purpose of the Grant: Operating support for Law and Economics Center judicial education programs

Tentative payment schedule:
✓ $100,000 - July, 2018

REPORTING SCHEDULE

Period Covered	Program Reports Due Date	Financial Reports Due Date
07/01/2018 - 06/30/2019	July 31, 2019	July 31, 2019

* Please refer to this Grant Number when making inquiries or reporting on this grant.

2801 North Meridian Street
Post Office Box 88068
Indianapolis, IN 46208-0068

ARTICLE II
GENERAL CONDITIONS

The Grantee accepts and agrees to comply with the following General Conditions:

1. PURPOSE. The grant shall be used solely for the purpose specified in Article I of this Grant Agreement (the "Agreement") and shall be so designated on the Grantee's records.

2. PROGRAM MONITORING AND EVALUATION. The Endowment may, at its expense, monitor and conduct an evaluation of operations under this grant, which may include visits by representatives of the Endowment to observe the Grantee's procedures and operations in connection with this grant and to discuss the grant with the Grantee's personnel.

3. ACCOUNTING RECORDS AND FINANCIAL REVIEW. The method of recording receipts and disbursements related to this grant on the accounting records of the Grantee is outlined in Article II, Section 4, below. Vouchers consisting of bills, invoices, cancelled checks, receipts, etc., which document the disbursement of funds for this grant, shall be retained by the Grantee for at least two years after final disbursement of the grant and may be examined by Endowment representatives on reasonable notice during regular business hours. Copies of such documents shall be furnished to the Endowment at its request and expense. The Endowment may, at its expense and on reasonable notice to the Grantee, inspect, audit, or copy the Grantee's records pertaining to this grant.

4. ACCOUNTING AND FINANCIAL REQUIREMENTS.

a. If the purpose of this grant is for general and/or operating support, no special requirements are specified for the method of recording receipts and disbursements on the accounting records of the Grantee for this grant.

b. If the purpose of this grant is to support a project (any purpose other than for general and/or operating support, including a grant for a special program or event, for endowment purposes, or for a capital acquisition or improvement), the use of grant funds is restricted solely to the purpose of the grant and should be so designated on Grantee accounting and financial records.

Under no circumstances may grant funds be expended, borrowed (inter-fund), pledged or transferred for reasons unassociated with the stated purpose of this grant. For purposes of controlling and reporting on the receipt and disbursement of grant funds, Grantee accounting records should be structured so that such transactions are easily and readily identifiable.

5. BUDGET. If there is a budget for this grant, it has been attached. The Grantee may reallocate budgeted items only as follows:

a. Grants of $100,000 or less – Total reallocations among budgeted line items up to 10% of the grant amount may be made without prior notice to the Endowment. In addition, reallocations to any new line item(s) up to 5% of the grant amount may be made without prior notice to the Endowment. Please note any new line item(s) must be aligned with the stated grant purpose. Such permitted reallocations must be noted on the Grantee's financial report covering the relevant period.

b. Grants of more than $100,000 and up to $1,000,000 – Total reallocations among budgeted line items up to the lesser of (i) 10% of the grant amount or (ii) $25,000 may be made without prior notice to the Endowment. In addition, total reallocations to any new line item(s) up to the lesser of (i) 5% of the grant amount or (ii) $12,500 may be made without prior notice to the Endowment. Please note any new line item(s) must be aligned with the stated grant purpose. Such permitted reallocations must be noted on the Grantee's financial report covering the relevant period.

c. Grants of more than $1,000,000 – Total reallocations among budgeted line items up to the lesser of (i) 10% of the grant amount or (ii) $250,000 may be made without prior notice to the Endowment. In addition, total reallocations to new line item(s) up to the lesser of (i) 5% of the grant amount or (ii) $125,000 may be made without prior notice to the Endowment. Please note any new line item(s) must be aligned with the stated grant purpose. Such permitted reallocations must be noted on the Grantee's financial report covering the relevant period.

Changes in the budget in excess of the foregoing mentioned limits may not be made without prior written approval of the Endowment.

6. PAYMENT SCHEDULE. The schedule of grant payments is a preliminary estimate of the timing and amount of cash remittances to the Grantee that will meet satisfactorily the requirements of the grant. The Endowment, however, on its own initiative or at the request of the Grantee, may modify scheduled dates and payment amounts and will so notify the Grantee when and if such changes seem to be indicated. If there are matching or other conditions related to this grant (as noted under Special Conditions, Article II, Section 19), the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which the conditions are satisfied in accordance with this Agreement unless the Special Conditions otherwise provide.

7. SELECTION OF RECIPIENTS. The Grantee shall have the exclusive right to select the individuals to whom and the organizations to which the Grantee can disburse grant funds. This provision shall prevail over all other provisions of this Agreement. Under Special Conditions the Endowment may provide that the Grantee in the exercise of its right of selection shall observe certain criteria, such as the independence of project evaluators; educational or other qualifications of persons who will perform certain duties in connection with this grant; and characteristics of organizations which shall be relied upon to achieve the charitable purposes of this grant. In all cases, these criteria are intended to maximize the charitable benefits to be derived from this grant, shall be construed and applied to achieve that result, and are not intended to identify or cause the Grantee to select any particular individual or organization. The Endowment disclaims participation in the above described selection process.

8. REPORTING. In accordance with the schedule on page 1 (or as otherwise required herein), the Grantee shall furnish to the Endowment written reports on both the progress of the program supported by the grant and the financial management of the grant funds. These reports must be signed by an appropriate officer of the Grantee.

a. Program reports – Program reports and associated appendices should describe the key activities the Grantee proposed to conduct in its grant proposal and its progress on any performance indicators, goals and outcomes set forth in the grant proposal. If specific program report guidelines are supplied by the Endowment, all such guidelines should be used by the Grantee in the preparation and submission of its program reports.

b. Financial reports - The format of the financial reports must be consistent with that of the attached budget, if any, and show a comparison of actual to budgeted expenditures. If a financial report format is supplied by the Endowment, it should be used by the Grantee in the preparation and submission of its financial reports.

The Grantee shall furnish to the Endowment as soon as available a copy of the Grantee's annual financial statements for each year which is included partially or wholly within the Grant Period or as otherwise specified in the Special Conditions section of this Agreement. These statements should include a balance sheet, income and expense statement, and any footnotes or supporting schedules that will permit a satisfactory determination of the financial condition of the Grantee.

The Grantee also is required, upon request by the Endowment, to submit additional program reports or financial reports with respect to the grant if the information in any report is not accurate or complete or if there is

any indication that (i) the grant funds or (ii) with respect to a grant for endowment or capital purposes, the principal, income, or capital acquisition or improvement funded with the grant has been used for any purpose that would result in liability for tax under Internal Revenue Code ("Code") section 4945. (All references to the Code include the corresponding provisions of any subsequent federal tax laws.)

If accurate and complete reports are not furnished to the Endowment on or before the dates reflected in the schedule on page 1 (or other required dates) and the Endowment agrees to an extension of such dates, the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which such delinquent reports are furnished.

With respect to grants for endowment purposes or to make a capital acquisition or improvement, the Grantee shall furnish to the Endowment reports (in addition to any other reports listed in the schedule on page 1) regarding use of the principal and the income (if any) of the grant funds, or use of the capital item supported with the grant funds, for the tax year in which any such funds are paid and for the immediately succeeding two tax years. Such reports must be received by the Endowment within 75 days after the end of the relevant tax year.

9. EXEMPT AND FOUNDATION STATUS. The Grantee has furnished information to the Endowment respecting the Grantee's status under Code sections 170(b)(1)(A), 501(c) and 509(a). In addition, the Grantee represents that it is not an organization described in Code section 4942(g)(4)(A) (which describes certain Type III supporting organizations, certain controlled entities, and other restricted organizations identified by the Secretary of the Treasury). The Grantee shall give immediate notice to the Endowment of every change in the Grantee's status. In the event of a change in such status, the Endowment may postpone disbursement of or cancel the unpaid portion of the grant.

10. REVERSION OF GRANT. If the purpose of this grant is to finance a specific project or to provide general and/or operating support for a specific period, any portion of the grant unexpended at the completion of the project or at the end of the period shall be repaid to the Endowment within 30 days unless the Endowment, in its sole discretion and in writing, has agreed to another use of the unexpended funds or extended the period.

11. CANCELLATION OF GRANT. If the Grantee fails, within 30 days after notice from the Endowment, to perform any of its duties under the Agreement, the Endowment may at any subsequent time by notice to the Grantee postpone, cancel, or postpone and thereafter cancel payment of the undisbursed portion of the grant.

12. WITHDRAWAL OF GRANT. After entering into a grant agreement, it is possible that circumstances will arise which will persuade the Endowment that an unpaid grant should not be disbursed. If that should happen with respect to this grant, the Endowment acknowledges that the Grantee, nevertheless, would then be entitled to full reimbursement for reasonable expenses connected with the grant and already paid by the Grantee or for which it became legally responsible before notification of the Endowment's decision. Accordingly, the Endowment may at any time, with or without cause, cancel the unpaid portion of this grant by notice to the Grantee. As soon as possible after such notice, the Grantee shall furnish a complete list of such expenses, and the Endowment thereupon shall pay to the Grantee an amount equal to the total of those expenses (not to exceed the unpaid portion of the grant). After making such payment, the Endowment shall have no further obligation to the Grantee, its officers, agents or representatives.

13. COUNSELING. Occasionally the Endowment makes available to a Grantee counseling or other assistance from a member of the Endowment's staff or from one of its consultants. In every case, the Grantee is entirely free to decline or avail itself of this assistance and to accept or disregard in whole or part the recommendations offered. Neither the Endowment nor the person offering assistance to the Grantee shall have any liability to the Grantee, its officers, agents or representatives because of reliance on such assistance or adoption of such recommendations.

14. PUBLICITY AND USE OF GRANT-FUNDED PUBLICATIONS. If the Grantee wishes to issue a news release or other public announcement concerning this grant, the text of the proposed release or announcement must be submitted to the Endowment for review. No release or announcement shall be made without the Endowment's approval. In addition, unless otherwise agreed in writing by the Endowment, the Grantee shall not refer to or use (nor authorize others to refer to or use) the Endowment's name, logo, or other identifying information in connection with any activity, program, project, event, production, publication, intellectual property, building, facility, equipment, property, or location. Notwithstanding the foregoing, the Grantee may acknowledge the Endowment along with other contributors in its annual and periodic reports, event programs (such as exhibit brochures and theatre playbills), and similar temporary publications, provided that such acknowledgement is in the same style, font, and format as acknowledgements of similar contributors and the Endowment is identified by its full name (Lilly Endowment Inc.).

The Grantee grants to the Endowment a nonexclusive, irrevocable, fully transferable, worldwide license to publish excerpts, reasonable in length, of any documents or materials created as part of a project funded with this grant for public dissemination by the Grantee in any medium or format (including print, video, audio, digital, or otherwise). The Endowment may exercise such license in any medium or format but only in furtherance of the Endowment's noncommercial purposes, such as publication in the Endowment's annual, periodic, or special reports, its web site, or its brochures, guidelines, requests for proposals, or other program materials. Payment by the Endowment to the Grantee of any portion of the grant funds shall constitute full payment to the Grantee for this license to publish excerpts, and no additional royalties shall be payable to the Grantee.

If the documents or materials were not prepared by an employee of the Grantee within the scope of employment or if the Grantee otherwise is not the owner of the documents or materials, the Grantee, if requested by the Endowment, shall pursue reasonable efforts to obtain from the author or authors (or other owners) of such documents or materials written permission for the Endowment to publish excerpts as specified above, without additional cost or expense to the Endowment.

15. ADDITIONAL SUPPORT. By making this grant, the Endowment assumes no obligation to provide other or future support for the Grantee.

16. NOTICES. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Endowment:

Lilly Endowment Inc.
Attention: Treasurer's Office
Post Office Box 88068
Indianapolis, Indiana 46208-0068

To the Grantee:

As provided on the first page of this Agreement unless otherwise specified here by the Grantee:

Please add: MSN-1A3
to the street address

17. TERM OF AGREEMENT AND WAIVER. The term of this Agreement shall begin with its execution by all of the parties (including any required countersignature by the Endowment) and shall continue for such period of time as necessary for each party to comply with and complete all of its obligations hereunder (whether before, during, or after the Grant Period), including without limitation the Grantee's record retention and reporting obligations to the Endowment and duties under any Special Conditions to this Agreement. No waiver of any right under this Agreement shall be effective unless set forth in a notice from the party possessing such right to the other party, and the exercise by either party of any right or remedy under this Agreement shall not thereafter prevent that party from exercising any other right or remedy.

18. INDIANA LAW. The law of the State of Indiana exclusively shall govern and apply to all legal proceedings pertaining to this Agreement, or otherwise concerning the subject matter of the Agreement, and under no circumstance shall reference be made to the law of any other jurisdiction for any purpose. This Agreement shall be deemed to be entered into and formed in Indiana and shall become effective when (i) the Endowment receives a copy of this instrument bearing the Grantee's acceptance at the Endowment's offices in Indianapolis, Indiana, and (ii) in the case of a grantee that is headquartered outside the State of Indiana, the Endowment countersigns the Agreement at its offices in Indianapolis, Indiana. All legal proceedings pertaining to this Agreement, or otherwise concerning the subject matter of the Agreement, shall be heard exclusively in the state or federal courts with subject matter jurisdiction sitting in Indiana. By execution of this Agreement, the Grantee submits to the personal jurisdiction and venue of such courts for such purposes.

19. SPECIAL CONDITIONS AND SPECIAL TERMS. The Grantee accepts and agrees to comply with the Special Conditions, if any, attached to this Agreement, which are incorporated and made part of the Agreement by this reference. In addition, any applicable grant, initiative, or program guidelines, invitations, or similar directives with respect to the grant (collectively, "Special Terms") that were issued prior to or contemporaneously with this Agreement are hereby incorporated and made part of the Agreement by this reference. Conflicts among any Special Conditions, General Conditions, other terms of the Agreement, or Special Terms shall be governed first by the Special Conditions, next by the General Conditions, next by the other terms of the Agreement, and finally by the Special Terms.

[Signatures on following page.]

EXECUTION

This proposal to enter into the foregoing Agreement was executed by Lilly Endowment Inc., at Indianapolis, Indiana, on March 15, 2018.

Lilly Endowment Inc.

By _____
Ace Yakey

Title Vice President for Community Development

GRANTEE'S ACCEPTANCE

The Grantee accepts the above-described grant on the terms and conditions set forth in the foregoing Agreement and agrees to perform the responsibilities imposed on it under the Agreement. Executed by the Grantee at Fairfax, VA on March 29, 2018
(City, State)

George Mason University Foundation, Inc.

By Susan Lennon for Janet Bingham

Title Janet Bingham, President

COUNTERSIGNATURE AND EFFECTIVE DATE AND PLACE OF GRANT AGREEMENT

If the Grantee is headquartered outside the State of Indiana, the Agreement must be countersigned by Lilly Endowment Inc. After signing the above, all copies of this Agreement must be returned to the Endowment; a countersigned original copy will be returned to the Grantee.

A copy of this Agreement, executed by the Grantee, was received and countersigned by the Endowment and became effective at its office in Indianapolis, Indiana, on April 3, 2018.

Lilly Endowment Inc.

By _____
Ace Yakey

Title Vice President for Community Development

LILLY ENDOWMENT INC.

SPECIAL CONDITIONS
TO
GEORGE MASON UNIVERSITY FOUNDATION, INC.

GRANT #2018 0017

Set forth below are Special Conditions applicable to the above-numbered grant described in the Agreement between Lilly Endowment Inc. and the Grantee identified in that Agreement:

Pursuant to Section 4945(d)(1) of the Internal Revenue Code of 1986 (the "Code"), Lilly Endowment Inc. (the "Endowment"), is prohibited from expending any of its funds "to carry on propaganda, or otherwise to attempt, to influence legislation." The United States Department of the Treasury has issued regulations (the "Treasury Regulations") interpreting this prohibition. (See Treasury Regulations section 53.4945-2.) In order for the Endowment to comply with the provisions of Code section 4945(d)(1) and the Treasury Regulations, the Grantee represents, warrants and agrees as follows:

1. The Endowment has not earmarked, within the meaning of Treasury Regulations section 53.4945-2(a)(5)(i), any part of the grants funds to be used to carry on propaganda or in an attempt to influence legislation.

2. The Grantee will submit to the Endowment complete and accurate budget information with respect to the grant.

3. The amount of the grant, together with other grants made by the Endowment and all other private foundations to the Grantee used for any project in the same year, does not exceed the amount budgeted by the Grantee, for the year of the grant, for activities of such project that are not the carrying on of propaganda or attempts to influence legislation. (See Treasury Regulations section 53.4945-2(a)(6)(ii)(B).)

4. No part of the grant funds will be used to carry on propaganda or in an attempt to influence legislation.

5. The Grantee shall pay to the Endowment, upon demand, an amount equal to the amount of the grant funds expended by the Grantee in violation or breach of any of the terms or conditions of this Special Condition.

070014G

GRANTEE'S FILE COPY

NP $100K 03/27/17

LILLY ENDOWMENT INC

PROPOSAL TO ENTER INTO GRANT AGREEMENT

A private, family foundation since 1937

Lilly Endowment Inc. (the "Endowment"), is pleased to propose the grant described below, subject to the following General Conditions and any Special Conditions or other Special Terms:

1 Pymt 07/31/2017

070014(2)

ARTICLE I
DESCRIPTION OF GRANT

Grantee (name and address): The George Mason University Foundation, Incorporated
4400 University Drive
Fairfax, VA 22030-4444
ATTN: Mr. David A. Roe

Grant Number: 2017 0072 *

Amount of Grant: $100,000

Grant Period: July 1, 2017 - June 30, 2018
(This is the period during which the Grantee must expend or dedicate the grant funds as required in the Grant Agreement. At the end of the Grant Period, grant funds not expended or dedicated as required in the Grant Agreement are subject to reversion unless the Endowment has extended the Grant Period in writing.)

Purpose of the Grant: Law and Economics Center judicial education programs

Tentative payment schedule:
$100,000 - July, 2017

REPORTING SCHEDULE

Period Covered	Program Reports Due Date	Financial Reports Due Date
07/01/2017 - 06/30/2018	July 31, 2018	July 31, 2018

* Please refer to this Grant Number when making inquiries or reporting on this grant.

2801 North Meridian Street
Post Office Box 88068
Indianapolis, IN 46208-0068

ARTICLE II
GENERAL CONDITIONS

The Grantee accepts and agrees to comply with the following General Conditions:

1. PURPOSE. The grant shall be used solely for the purpose specified in Article I of this Grant Agreement (the "Agreement") and shall be so designated on the Grantee's records.

2. PROGRAM MONITORING AND EVALUATION. The Endowment may, at its expense, monitor and conduct an evaluation of operations under this grant, which may include visits by representatives of the Endowment to observe the Grantee's procedures and operations in connection with this grant and to discuss the grant with the Grantee's personnel.

3. ACCOUNTING RECORDS AND FINANCIAL REVIEW. The method of recording receipts and disbursements related to this grant on the accounting records of the Grantee is outlined in Article II, Section 4, below. Vouchers consisting of bills, invoices, cancelled checks, receipts, etc., which document the disbursement of funds for this grant, shall be retained by the Grantee for at least two years after final disbursement of the grant and may be examined by Endowment representatives on reasonable notice during regular business hours. Copies of such documents shall be furnished to the Endowment at its request and expense. The Endowment may, at its expense and on reasonable notice to the Grantee, inspect, audit, or copy the Grantee's records pertaining to this grant.

4. ACCOUNTING AND FINANCIAL REQUIREMENTS.

a. If the purpose of this grant is for general and/or operating support, no special requirements are specified for the method of recording receipts and disbursements on the accounting records of the Grantee for this grant.

b. If the purpose of this grant is to support a project (any purpose other than for general and/or operating support, including a grant for a special program or event, for endowment purposes, or for a capital acquisition or improvement), the use of grant funds is restricted solely to the purpose of the grant and should be so designated on Grantee accounting and financial records.

Under no circumstances may grant funds be expended, borrowed (inter-fund), pledged or transferred for reasons unassociated with the stated purpose of this grant. For purposes of controlling and reporting on the receipt and disbursement of grant funds, Grantee accounting records should be structured so that such transactions are easily and readily identifiable.

5. BUDGET. If there is a budget for this grant, it has been attached. The Grantee may reallocate budgeted items only as follows:

a. Grants of $100,000 or less – Total reallocations among budgeted line items up to 10% of the grant amount may be made without prior notice to the Endowment. In addition, reallocations to any new line item(s) up to 5% of the grant amount may be made without prior notice to the Endowment. Please note any new line item(s) must be aligned with the stated grant purpose. Such permitted reallocations must be noted on the Grantee's financial report covering the relevant period.

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Changes in the budget in excess of the foregoing mentioned limits may not be made without prior written approval of the Endowment.

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any indication that (i) the grant funds or (ii) with respect to a grant for endowment or capital purposes, the principal, income, or capital acquisition or improvement funded with the grant has been used for any purpose that would result in liability for tax under Internal Revenue Code ("Code") section 4945. (All references to the Code include the corresponding provisions of any subsequent federal tax laws.)

If accurate and complete reports are not furnished to the Endowment on or before the dates reflected in the schedule on page 1 (or other required dates) and the Endowment agrees to an extension of such dates, the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which such delinquent reports are furnished.

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9. EXEMPT AND FOUNDATION STATUS. The Grantee has furnished information to the Endowment respecting the Grantee's status under Code sections 170(b)(1)(A), 501(c) and 509(a). In addition, the Grantee represents that it is not an organization described in Code section 4942(g)(4)(A) (which describes certain Type III supporting organizations, certain controlled entities, and other restricted organizations identified by the Secretary of the Treasury). The Grantee shall give immediate notice to the Endowment of every change in the Grantee's status. In the event of a change in such status, the Endowment may postpone disbursement of or cancel the unpaid portion of the grant.

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12. WITHDRAWAL OF GRANT. After entering into a grant agreement, it is possible that circumstances will arise which will persuade the Endowment that an unpaid grant should not be disbursed. If that should happen with respect to this grant, the Endowment acknowledges that the Grantee, nevertheless, would then be entitled to full reimbursement for reasonable expenses connected with the grant and already paid by the Grantee or for which it became legally responsible before notification of the Endowment's decision. Accordingly, the Endowment may at any time, with or without cause, cancel the unpaid portion of this grant by notice to the Grantee. As soon as possible after such notice, the Grantee shall furnish a complete list of such expenses, and the Endowment thereupon shall pay to the Grantee an amount equal to the total of those expenses (not to exceed the unpaid portion of the grant). After making such payment, the Endowment shall have no further obligation to the Grantee, its officers, agents or representatives.

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If the documents or materials were not prepared by an employee of the Grantee within the scope of employment or if the Grantee otherwise is not the owner of the documents or materials, the Grantee, if requested by the Endowment, shall pursue reasonable efforts to obtain from the author or authors (or other owners) of such documents or materials written permission for the Endowment to publish excerpts as specified above, without additional cost or expense to the Endowment.

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16. NOTICES. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Endowment:

Lilly Endowment Inc.
Attention: Treasurer's Office
Post Office Box 88068
Indianapolis, Indiana 46208-0068

To the Grantee:

As provided on the first page of this Agreement
unless otherwise specified here by the Grantee:

George Mason University Foundation, Inc.
4400 University Drive, MSN 1A3
Fairfax, VA 22030-4444
Attn: Ms. Susan Van Leuven

17. TERM OF AGREEMENT AND WAIVER. The term of this Agreement shall begin with its execution by all of the parties (including any required countersignature by the Endowment) and shall continue for such period of time as necessary for each party to comply with and complete all of its obligations hereunder (whether before, during, or after the Grant Period), including without limitation the Grantee's record retention and reporting obligations to the Endowment and duties under any Special Conditions to this Agreement. No waiver of any right under this Agreement shall be effective unless set forth in a notice from the party possessing such right to the other party, and the exercise by either party of any right or remedy under this Agreement shall not thereafter prevent that party from exercising any other right or remedy.

18. INDIANA LAW. The law of the State of Indiana exclusively shall govern and apply to all legal proceedings pertaining to this Agreement, or otherwise concerning the subject matter of the Agreement, and under no circumstance shall reference be made to the law of any other jurisdiction for any purpose. This Agreement shall be deemed to be entered into and formed in Indiana and shall become effective when (i) the Endowment receives a copy of this instrument bearing the Grantee's acceptance at the Endowment's offices in Indianapolis, Indiana, and (ii) in the case of a grantee that is headquartered outside the State of Indiana, the Endowment countersigns the Agreement at its offices in Indianapolis, Indiana. All legal proceedings pertaining to this Agreement, or otherwise concerning the subject matter of the Agreement, shall be heard exclusively in the state or federal courts with subject matter jurisdiction sitting in Indiana. By execution of this Agreement, the Grantee submits to the personal jurisdiction and venue of such courts for such purposes.

19. SPECIAL CONDITIONS AND SPECIAL TERMS. The Grantee accepts and agrees to comply with the Special Conditions, if any, attached to this Agreement, which are incorporated and made part of the Agreement by this reference. In addition, any applicable grant, initiative, or program guidelines, invitations, or similar directives with respect to the grant (collectively, "Special Terms") that were issued prior to or contemporaneously with this Agreement are hereby incorporated and made part of the Agreement by this reference. Conflicts among any Special Conditions, General Conditions, other terms of the Agreement, or Special Terms shall be governed first by the Special Conditions, next by the General Conditions, next by the other terms of the Agreement, and finally by the Special Terms.

[Signatures on following page.]

EXECUTION

This proposal to enter into the foregoing Agreement was executed by Lilly Endowment Inc., at Indianapolis, Indiana, on March 16, 2017.

Lilly Endowment Inc.

By _____
Ace Yakey

Title Vice President, Community Development

GRANTEE'S ACCEPTANCE

The Grantee accepts the above-described grant on the terms and conditions set forth in the foregoing Agreement and agrees to perform the responsibilities imposed on it under the Agreement. Executed by the Grantee at Fairfax, Virginia on March 22, 2017
(City, State)

The George Mason University Foundation, Incorporated

By _____

Title CFO

COUNTERSIGNATURE AND EFFECTIVE DATE AND PLACE OF GRANT AGREEMENT

If the Grantee is headquartered outside the State of Indiana, the Agreement must be countersigned by Lilly Endowment Inc. After signing the above, all copies of this Agreement must be returned to the Endowment; a countersigned original copy will be returned to the Grantee.

A copy of this Agreement, executed by the Grantee, was received and countersigned by the Endowment and became effective at its office in Indianapolis, Indiana, on March 27, 2017.

Lilly Endowment Inc.

By _____
Ace Yakey

Title Vice President, Community Development

LILLY ENDOWMENT INC.

SPECIAL CONDITIONS
TO
THE GEORGE MASON UNIVERSITY FOUNDATION, INCORPORATED

GRANT #2017 0072

Set forth below are Special Conditions applicable to the above-numbered grant described in the Agreement between Lilly Endowment Inc. and the Grantee identified in that Agreement:

1. Pursuant to Section 4945(d)(1) of the Internal Revenue Code of 1986 (the "Code"), Lilly Endowment Inc. (the "Endowment"), is prohibited from expending any of its funds "to carry on propaganda, or otherwise to attempt to influence legislation." The United States Department of the Treasury has issued regulations (the "Treasury Regulations") interpreting this prohibition. (See Treasury Regulations section 53.4945-2.) In order for the Endowment to comply with the provisions of Code section 4945(d)(1) and the Treasury Regulations, the Grantee represents, warrants and agrees as follows:

(a) The Endowment has not earmarked, within the meaning of Treasury Regulations section 53.4945-2(a)(5)(i), any part of the grants funds to be used to carry on propaganda or in an attempt to influence legislation.

(b) The Grantee will submit to the Endowment complete and accurate budget information with respect to the grant.

(c) The amount of the grant, together with other grants made by the Endowment and all other private foundations to the Grantee, used for any project in the same year, does not exceed the amount budgeted by the Grantee, for the year of the grant, for activities of such project that are not the carrying on of propaganda or attempts to influence legislation. (See Treasury Regulations section 53.4945-2(a)(6)(ii)(B).)

(d) No part of the grant funds will be used to carry on propaganda or in an attempt to influence legislation.

(e) The Grantee shall pay to the Endowment, upon demand, an amount equal to the amount of the grant funds expended by the Grantee in violation or breach of any of the terms or conditions of this Special Condition 1.

GRANTEE'S
FILE COPY

Subject file
070014 H

LILLY ENDOWMENT INC.

A private, family foundation since 1937

PROPOSAL TO ENTER INTO GRANT AGREEMENT

Lilly Endowment Inc., is pleased to propose the grant described below, subject to the following General Conditions and Special Conditions:

ARTICLE I
DESCRIPTION OF GRANT

Grantee (name and address):	The George Mason University Foundation, Incorporated 4400 University Drive Fairfax, VA 22030-4444 ATTN: Mr. David A. Roe
Grant Number:	2016 0024 *
Amount of Grant:	$100,000
Grant Period:	July 1, 2016 - June 30, 2017
Purpose of the Grant:	Law and Economics Center judicial education programs

Tentative payment schedule:
$100,000 - July, 2016

REPORTING SCHEDULE

Period Covered	Program Reports Due Date	Financial Reports Due Date
07/01/2016 - 06/30/2017	July 31, 2017	July 31, 2017

* Please refer to this Grant Number when making inquiries or reporting on this grant.

2801 North Meridian Street
Post Office Box 88068
Indianapolis, IN 46208-0068
(317) 924-5471 Fax: (317) 926-4431

ARTICLE II
GENERAL CONDITIONS

The Grantee accepts and agrees to comply with the following General Conditions:

1. PURPOSE. The grant shall be used solely for the purpose specified in Article I of this Grant Agreement (the "Agreement") and shall be so designated on the Grantee's records.

2. PROGRAM MONITORING AND EVALUATION. The Endowment may, at its expense, monitor and conduct an evaluation of operations under this grant, which may include visits by representatives of the Endowment to observe the Grantee's procedures and operations in connection with this grant and to discuss the grant with the Grantee's personnel.

3. ACCOUNTING RECORD REQUIREMENTS AND FINANCIAL REVIEW. The method of recording receipts and disbursements related to this grant on the accounting records of the Grantee is outlined in Article II, Section 4, below. Vouchers consisting of bills, invoices, cancelled checks, receipts, etc., which document the disbursement of funds for this grant, shall be retained by the Grantee for at least two years after final disbursement of the grant and may be examined by Endowment representatives on reasonable notice during regular business hours. Copies of such documents shall be furnished to the Endowment at its request and expense. The Endowment may, at its expense and on reasonable notice to the Grantee, inspect, audit, or copy the Grantee's records pertaining to this grant.

4. ACCOUNTING AND FINANCIAL REQUIREMENTS.

a. If the purpose of this grant is for general and/or operating support, no special requirements are specified for the method of recording receipts and disbursements on the accounting records of the Grantee for this grant.

b. If the purpose of this grant is to support a project (any purpose other than for general and/or operating support), the use of grant funds is restricted solely to the purpose of the grant and should be so designated on Grantee accounting and financial records. Under no circumstances may grant funds be expended, borrowed (inter-fund), pledged or transferred for reasons unassociated with the stated purpose of this grant. For purposes of controlling and reporting on the receipt and disbursement of grant funds, Grantee accounting records should be structured so that such transactions are easily and readily identifiable.

5. BUDGET. If there is a budget for this grant, it has been attached. The Grantee may reallocate budgeted items up to the lesser of $1,000 or 10% of individual line item amounts, provided that prior written notice is given to the Endowment. Changes in the budget in excess of the foregoing mentioned limits may not be made without prior written approval of the Endowment.

6. PAYMENT SCHEDULE. The schedule of grant payments is a preliminary estimate of the timing and amount of cash remittances to the Grantee that will meet satisfactorily the requirements of the grant. The Endowment, however, on its own initiative or at the request of the Grantee, may modify scheduled dates and payment amounts and will so notify the Grantee when and if such changes seem to be indicated. If there are matching or other conditions related to this grant (as noted under Special Conditions, Article II, Section 19), the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which the conditions are satisfied in accordance with this Agreement, unless the Special Conditions expressly provide otherwise.

7. SELECTION OF RECIPIENTS. The Grantee shall have the exclusive right to select the individuals to whom and the organizations to which grant funds shall be paid. This provision shall prevail over all other provisions of this Agreement. Under Special Conditions the Endowment may provide that the Grantee in the exercise of its right of selection shall observe certain criteria, such as the independence of project evaluators; educational or other qualifications of persons who will perform certain duties in connection with this grant; and characteristics of organizations which shall be relied upon to achieve the charitable purposes of this grant. In all cases, these criteria are intended to maximize the charitable benefits to be derived from this grant, shall be construed and applied to achieve that result, and are not intended to identify or cause the Grantee to select any particular individual or organization. The Endowment disclaims participation in the above described selection process.

8. REPORTING. In accordance with the schedule on page 1, the Grantee shall furnish to the Endowment written reports on both the progress of the program and the financial management of the grant. The format of the financial reports must be consistent with that of the attached budget, if any, and show a comparison of actual to budgeted expenditures. A financial report form may be supplied to the Grantee by the Endowment. If this form is supplied by the Endowment, it should be used by the Grantee in the preparation and submission of its financial reports.

If accurate and complete financial and program reports are not furnished to the Endowment on or before the dates reflected in the schedule on page 1 and the Endowment agrees to an extension of such dates, the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which such delinquent reports are furnished, unless the Special Conditions expressly provide otherwise.

The Grantee shall furnish a copy of its annual financial statements to the Treasurer's Office of the Endowment for each year which is included partially or wholly within the grant period, or as otherwise specified in the Special Conditions section of this Agreement. These statements should include a balance sheet, income and expense statement, and any footnotes or supporting schedules that will permit a satisfactory determination of the financial condition of the Grantee.

9. EXEMPT AND FOUNDATION STATUS. The Grantee has furnished information to the Endowment respecting the Grantee's status under Internal Revenue Code "Code" sections 170(b)(1)(A), 501(c) and 509(a). In addition, the Grantee represents that it is not an organization described in Code section 4942(g)(4)(A) (which describes certain Type III supporting organizations, certain controlled entities, and other restricted organizations identified by the Secretary of the Treasury). The Grantee shall give immediate notice to the Endowment of every change in the Grantee's status. In the event of a change in such status, the Endowment may postpone disbursement of or cancel the unpaid portion of the grant.

10. REVERSION OF GRANT. If the purpose of this grant is to finance a specific project or to provide general and/or operating support for a specific period, any portion of the grant unexpended at the completion of the project or at the end of the period shall be repaid to the Endowment within 30 days unless the Endowment, in its sole discretion, shall otherwise specify in writing.

11. CANCELLATION OF GRANT. If the Grantee fails, within 30 days after notice from the Endowment, to perform any of its duties under the Agreement, the Endowment may at any subsequent time by notice to the Grantee postpone, cancel, or postpone and thereafter cancel payment of the undisbursed portion of the grant.

12. WITHDRAWAL OF GRANT. After entering into a Grant Agreement, it is possible that circumstances will arise which will persuade the Endowment that an unpaid grant should not be disbursed. If that should happen with respect to this grant, the Endowment acknowledges that the Grantee, nevertheless, would then be entitled to full reimbursement for expenses connected with the grant and already paid by the

Grantee or for which it became legally responsible before notification of the Endowment's decision. Accordingly, the Endowment may at any time, with or without cause, cancel the unpaid portion of this grant by notice to the Grantee. As soon as possible after such notice, the Grantee shall furnish a complete list of such expenses, and the Endowment thereupon shall pay to the Grantee an amount equal to the total of those expenses. After making such payment, the Endowment shall have no further obligation to the Grantee, its officers, agents or representatives.

13. COUNSELING. Occasionally the Endowment makes available to a Grantee counseling or other assistance from a member of the Endowment's staff or from one of its consultants. In every case, the Grantee is entirely free to decline or avail itself of this assistance and to accept or disregard in whole or part the recommendations offered. Neither the Endowment nor the person offering assistance to the Grantee shall have any liability to the Grantee, its officers, agents or representatives because of reliance on such assistance or adoption of such recommendations.

14. PUBLICITY. If the Grantee wishes to issue a news release concerning this grant, the text of the proposed release must be submitted to the Endowment for review prior to the release date. No release shall be made without the Endowment's approval.

15. ADDITIONAL SUPPORT. By making this grant, the Endowment assumes no obligation to provide other or future support for the Grantee.

16. NOTICES. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Endowment:
Lilly Endowment Inc.
Attention: Treasurer's Office
Post Office Box 88068
Indianapolis, Indiana 46208-0068

To the Grantee:
As provided on the first page of this Agreement unless otherwise specified here by the Grantee:

_____

_____

_____

_____

17. WAIVER. No waiver of any right under this Agreement shall be effective unless set forth in a notice from the party possessing such right to the other party, and the exercise by either party of any right or remedy under this Agreement shall not thereafter prevent that party from exercising any other right or remedy.

18. INDIANA LAW. The law of the State of Indiana exclusively shall govern and apply to all legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this Agreement, and under no circumstance shall reference be made to the law of any other jurisdiction for any purpose. This Agreement shall be deemed to be entered into and formed in Indiana and shall become effective when (i) the Endowment receives a copy of this instrument bearing the Grantee's acceptance at the Endowment's offices in Indianapolis, Indiana and (ii) in the case of a grantee that is headquartered outside the State of Indiana, the Endowment countersigns the Agreement at its offices in Indianapolis, Indiana. All legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this agreement, shall be heard exclusively in

the state or federal courts with subject matter jurisdiction sitting in Indiana. By execution of this Agreement, the Grantee submits to the personal jurisdiction and venue of such courts for such purposes.

19. SPECIAL CONDITIONS. The Grantee accepts and agrees to comply with the Special Conditions, if any, attached to this Agreement.

This proposal to enter into the foregoing Agreement was executed by Lilly Endowment Inc., at Indianapolis, Indiana, on March 17, 2016.

Lilly Endowment Inc.

By ace yakey
Ace Yakey

Title Vice President, Community Development

GRANTEE'S ACCEPTANCE

The Grantee accepts the above-described grant on the terms and conditions set forth in the foregoing Agreement and agrees to perform the responsibilities imposed on it under the Agreement. Executed by the Grantee at Fairfax VA on April 1, 2016.
(City, State)

The George Mason University Foundation, Incorporated

By [signature]

Title President

COUNTERSIGNATURE AND EFFECTIVE DATE AND PLACE OF GRANT AGREEMENT

If the Grantee is headquartered outside of the State of Indiana, the Agreement must be countersigned by Lilly Endowment Inc. After signing the above, all copies of this Agreement must be returned to the Endowment; a countersigned original copy will be returned to the Grantee.

A copy of this Agreement, executed by the Grantee, was received and countersigned by the Endowment and became effective at its office in Indianapolis, Indiana, on April 5, 2016.

Lilly Endowment Inc.

By ace yakey
Ace Yakey

Title Vice President, Community Development

LILLY ENDOWMENT INC.

SPECIAL CONDITIONS
TO
THE GEORGE MASON UNIVERSITY FOUNDATION, INCORPORATED

GRANT #2016 0024

Set forth below are Special Conditions applicable to the above-numbered grant described in the Agreement between Lilly Endowment Inc. and the Grantee identified in that Agreement:

1. Pursuant to Section 4945(d)(1) of the Internal Revenue Code of 1986 (the "Code"), Lilly Endowment Inc. (the "Endowment"), is prohibited from expending any of its funds "to carry on propaganda, or otherwise to attempt to influence legislation." The United States Department of the Treasury has issued regulations (the "Treasury Regulations") interpreting this prohibition. (See Treasury Regulations section 53.4945-2.) In order for the Endowment to comply with the provisions of Code section 4945(d)(1) and the Treasury Regulations, the Grantee represents, warrants and agrees as follows:

(a) The Endowment has not earmarked, within the meaning of Treasury Regulations section 53.4945-2(a)(5)(i), any part of the grants funds to be used to carry on propaganda or in an attempt to influence legislation.

(b) The Grantee will submit to the Endowment complete and accurate budget information with respect to the grant.

(c) The amount of the grant, together with other grants made by the Endowment and all other private foundations to the Grantee, used for any project in the same year, does not exceed the amount budgeted by the Grantee, for the year of the grant, for activities of such project that are not the carrying on of propaganda or attempts to influence legislation. (See Treasury Regulations section 53.4945-2(a)(6)(ii)(B).)

(d) No part of the grant funds will be used to carry on propaganda or in an attempt to influence legislation.

(e) The Grantee shall pay to the Endowment, upon demand, an amount equal to the amount of the grant funds expended by the Grantee in violation or breach of any of the terms or conditions of this Special Condition 1.

LILLY ENDOWMENT +INC+

March 17, 2016

A private, family foundation since 1937

Mr. David A. Roe
President
The George Mason University Foundation, Incorporated
4400 University Drive
Fairfax, VA 22030-4444

Re: Grant No. 2016 0024
Purpose: Law and Economics Center judicial education programs

Dear Mr. Roe:

It is a pleasure to inform you that Lilly Endowment Inc. has awarded a grant of $100,000 to The George Mason University Foundation, Incorporated for the above-referenced purpose.

Enclosed are two copies of "A Proposal To Enter Into Grant Agreement." If your organization is incorporated within the state of Indiana and you find these in order, please execute both copies, returning one copy to our office and retaining the other for your files. If your organization is incorporated outside of the state of Indiana and you find these in order, please execute both copies and return them to this office for countersignature. We will then send a completely executed copy to you for your files.

Please note the schedule of reporting dates for program and financial reports. We require that these program and financial reports be received at the Endowment by the dates specified. If persons other than yourself are responsible for completing the required reports, please forward a copy of the Grant Agreement indicating the report due dates and procedures for budget revisions. Further, we request that you refer to the grant number in any correspondence about the grant.

In addition, a report format is enclosed to assist you in preparing financial reports to the Endowment. The financial report should follow the format of the budget that has been approved and attached to this Grant Agreement. Please refer to Page 2, paragraph 5 of the Grant Agreement if you anticipate budget changes.

You will note in the Grant Agreement that Lilly Endowment must give prior approval to any press announcement you make concerning this grant.

We look forward to working with you on this project.

Sincerely,

Charles D. Preston

Charles D. Preston
Program Director

CC: Mr. Todd J. Zywicki

2801 North Meridian Street
Post Office Box 88068
Indianapolis, IN 46208-0068
(317) 924-5471 Fax: (317) 926-4431

subj file: 070014I

GRANTEE'S
FILE COPY

LILLY ENDOWMENT INC

A private, family foundation since 1937

PROPOSAL TO ENTER INTO GRANT AGREEMENT

Lilly Endowment Inc., is pleased to propose the grant described below, subject to the following General Conditions and Special Conditions:

ARTICLE I
DESCRIPTION OF GRANT

Grantee (name and address):	The George Mason University Foundation, Incorporated 4400 University Drive Fairfax, VA 22030-4444 ATTN: Mr. David A. Roe
Grant Number:	2013 0048-000 *
Amount of Grant:	$100,000
Grant Period:	July 1, 2013 - June 30, 2014
Purpose of the Grant:	Law and Economics Center judicial education programs

Tentative payment schedule:
$100,000 - July, 2013

REPORTING SCHEDULE

Period Covered	Program Reports Due Date	Financial Reports Due Date
07/01/2013 - 06/30/2014	July 31, 2014	July 31, 2014

* Please refer to this Grant Number when making inquiries or reporting on this grant.

2801 North Meridian Street
Post Office Box 88068
Indianapolis, IN 46208-0068
(317) 924-5471 Fax: (317) 926-4431

ARTICLE II
GENERAL CONDITIONS

The Grantee accepts and agrees to comply with the following General Conditions:

1. PURPOSE. The grant shall be used solely for the purpose specified in Article I of this Grant Agreement (the "Agreement") and shall be so designated on the Grantee's records.

2. PROGRAM MONITORING AND EVALUATION. The Endowment may, at its expense, monitor and conduct an evaluation of operations under this grant, which may include visits by representatives of the Endowment to observe the Grantee's procedures and operations in connection with this grant and to discuss the grant with the Grantee's personnel.

3. ACCOUNTING RECORD REQUIREMENTS AND FINANCIAL REVIEW. The method of recording receipts and disbursements related to this grant on the accounting records of the Grantee is outlined in Article II, Section 4, below. Vouchers consisting of bills, invoices, cancelled checks, receipts, etc., which document the disbursement of funds for this grant, shall be retained by the Grantee for at least two years after final disbursement of the grant and may be examined by Endowment representatives on reasonable notice during regular business hours. Copies of such documents shall be furnished to the Endowment at its request and expense. The Endowment may, at its expense and on reasonable notice to the Grantee, inspect, audit, or copy the Grantee's records pertaining to this grant.

4. ACCOUNTING AND FINANCIAL REQUIREMENTS.

a. If the purpose of this grant is for general and/or operating support, no special requirements are specified for the method of recording receipts and disbursements on the accounting records of the Grantee for this grant.

b. If the purpose of this grant is to support a project (any purpose other than for general and/or operating support), the use of grant funds is restricted solely to the purpose of the grant and should be so designated on Grantee accounting and financial records. Under no circumstances may grant funds be expended, borrowed (inter-fund), pledged or transferred for reasons unassociated with the stated purpose of this grant. For purposes of controlling and reporting on the receipt and disbursement of grant funds, Grantee accounting records should be structured so that such transactions are easily and readily identifiable.

5. BUDGET. If there is a budget for this grant, it has been attached. The Grantee may reallocate budgeted items up to the lesser of $1,000 or 10% of individual line item amounts, provided that prior written notice is given to the Endowment. Changes in the budget in excess of the foregoing mentioned limits may not be made without prior written approval of the Endowment.

6. PAYMENT SCHEDULE. The schedule of grant payments is a preliminary estimate of the timing and amount of cash remittances to the Grantee that will meet satisfactorily the requirements of the grant. The Endowment, however, on its own initiative or at the request of the Grantee, may modify scheduled dates and payment amounts and will so notify the Grantee when and if such changes seem to be indicated. If there are matching or other conditions related to this grant (as noted under Special Conditions, Article II, Section 19), the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which the conditions are satisfied in accordance with this Agreement, unless the Special Conditions expressly provide otherwise.

7. SELECTION OF RECIPIENTS. The Grantee shall have the exclusive right to select the individuals to whom and the organizations to which grant funds shall be paid. This provision shall prevail over all other provisions of this Agreement. Under Special Conditions the Endowment may provide that the Grantee in the exercise of its right of selection shall observe certain criteria, such as the independence of project evaluators; educational or other qualifications of persons who will perform certain duties in connection with this grant; and characteristics of organizations which shall be relied upon to achieve the charitable purposes of this grant. In all cases, these criteria are intended to maximize the charitable benefits to be derived from this grant, shall be construed and applied to achieve that result, and are not intended to identify or cause the Grantee to select any particular individual or organization. The Endowment disclaims participation in the above described selection process.

8. REPORTING. In accordance with the schedule on page 1, the Grantee shall furnish to the Endowment written reports on both the progress of the program and the financial management of the grant. The format of the financial reports must be consistent with that of the attached budget, if any, and show a comparison of actual to budgeted expenditures. A financial report form may be supplied to the Grantee by the Endowment. If this form is supplied by the Endowment, it should be used by the Grantee in the preparation and submission of its financial reports.

If accurate and complete financial and program reports are not furnished to the Endowment on or before the dates reflected in the schedule on page 1 and the Endowment agrees to an extension of such dates, the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which such delinquent reports are furnished, unless the Special Conditions expressly provide otherwise.

The Grantee shall furnish a copy of its annual financial statements to the Treasurer's Office of the Endowment for each year which is included partially or wholly within the grant period, or as otherwise specified in the Special Conditions section of this Agreement. These statements should include a balance sheet, income and expense statement, and any footnotes or supporting schedules that will permit a satisfactory determination of the financial condition of the Grantee.

9. EXEMPT AND FOUNDATION STATUS. The Grantee has furnished information to the Endowment respecting the Grantee's status under Internal Revenue Code "Code" sections 170(b)(1)(A), 501(c) and 509(a). In addition, the Grantee represents that it is not an organization described in Code section 4942(g)(4)(A) (which describes certain Type III supporting organizations, certain controlled entities, and other restricted organizations identified by the Secretary of the Treasury). The Grantee shall give immediate notice to the Endowment of every change in the Grantee's status. In the event of a change in such status, the Endowment may postpone disbursement of or cancel the unpaid portion of the grant.

10. REVERSION OF GRANT. If the purpose of this grant is to finance a specific project or to provide general and/or operating support for a specific period, any portion of the grant unexpended at the completion of the project or at the end of the period shall be repaid to the Endowment within 30 days unless the Endowment, in its sole discretion, shall otherwise specify in writing.

11. CANCELLATION OF GRANT. If the Grantee fails, within 30 days after notice from the Endowment, to perform any of its duties under the Agreement, the Endowment may at any subsequent time by notice to the Grantee postpone, cancel, or postpone and thereafter cancel payment of the undisbursed portion of the grant.

12. WITHDRAWAL OF GRANT. After entering into a Grant Agreement, it is possible that circumstances will arise which will persuade the Endowment that an unpaid grant should not be disbursed. If that should happen with respect to this grant, the Endowment acknowledges that the Grantee, nevertheless, would then be entitled to full reimbursement for expenses connected with the grant and already paid by the

Grantee or for which it became legally responsible before notification of the Endowment's decision. Accordingly, the Endowment may at any time, with or without cause, cancel the unpaid portion of this grant by notice to the Grantee. As soon as possible after such notice, the Grantee shall furnish a complete list of such expenses, and the Endowment thereupon shall pay to the Grantee an amount equal to the total of those expenses. After making such payment, the Endowment shall have no further obligation to the Grantee, its officers, agents or representatives.

13. COUNSELING. Occasionally the Endowment makes available to a Grantee counseling or other assistance from a member of the Endowment's staff or from one of its consultants. In every case, the Grantee is entirely free to decline or avail itself of this assistance and to accept or disregard in whole or part the recommendations offered. Neither the Endowment nor the person offering assistance to the Grantee shall have any liability to the Grantee, its officers, agents or representatives because of reliance on such assistance or adoption of such recommendations.

14. PUBLICITY. If the Grantee wishes to issue a news release concerning this grant, the text of the proposed release must be submitted to the Endowment for review prior to the release date. No release shall be made without the Endowment's approval.

15. ADDITIONAL SUPPORT. By making this grant, the Endowment assumes no obligation to provide other or future support for the Grantee.

16. NOTICES. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Endowment:
Lilly Endowment Inc.
Attention: Treasurer's Office
Post Office Box 88068
Indianapolis, Indiana 46208-0068

To the Grantee:
As provided on the first page of this Agreement unless otherwise specified here by the Grantee:

_____

_____

_____

_____

17. WAIVER. No waiver of any right under this Agreement shall be effective unless set forth in a notice from the party possessing such right to the other party, and the exercise by either party of any right or remedy under this Agreement shall not thereafter prevent that party from exercising any other right or remedy.

18. INDIANA LAW. The law of the State of Indiana exclusively shall govern and apply to all legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this Agreement, and under no circumstance shall reference be made to the law of any other jurisdiction for any purpose. This Agreement shall be deemed to be entered into and formed in Indiana and shall become effective when (i) the Endowment receives a copy of this instrument bearing the Grantee's acceptance at the Endowment's offices in Indianapolis, Indiana and (ii) in the case of a grantee that is headquartered outside the State of Indiana, the Endowment countersigns the Agreement at its offices in Indianapolis, Indiana. All legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this agreement, shall be heard exclusively in

the state or federal courts with subject matter jurisdiction sitting in Indiana. By execution of this Agreement, the Grantee submits to the personal jurisdiction and venue of such courts for such purposes.

19. SPECIAL CONDITIONS. The Grantee accepts and agrees to comply with the Special Conditions, if any, attached to this Agreement.

This proposal to enter into the foregoing Agreement was executed by Lilly Endowment Inc., at Indianapolis, Indiana, on March 21, 2013.

Lilly Endowment Inc.

By Ace Yakey
Ace Yakey

Title Vice President, Community Development

GRANTEE'S ACCEPTANCE

The Grantee accepts the above-described grant on the terms and conditions set forth in the foregoing Agreement and agrees to perform the responsibilities imposed on it under the Agreement. Executed by the Grantee at Fairfax, Virginia (City, State) on April 9, 2013.

Grantee's Name George Mason University Foundation, Inc

By David A. Roe - DAR

Title Executive Director of Administration & Chief Operating Officer

COUNTERSIGNATURE AND EFFECTIVE DATE AND PLACE OF GRANT AGREEMENT

If the Grantee is headquartered outside of the State of Indiana, the Agreement must be countersigned by Lilly Endowment Inc. After signing the above, all copies of this Agreement must be returned to the Endowment; a countersigned original copy will be returned to the Grantee.

A copy of this Agreement, executed by the Grantee, was received and countersigned by the Endowment and became effective at its office in Indianapolis, Indiana, on April 10, 2013.

Lilly Endowment Inc.

By Ace Yakey
Ace Yakey

Title Vice President, Community Development

LILLY ENDOWMENT INC.

SPECIAL CONDITIONS
TO

THE GEORGE MASON UNIVERSITY FOUNDATION, INCORPORATED

Grant #2013 0048-000

Set forth below are Special Conditions applicable to the above-numbered grant described in the Agreement between Lilly Endowment Inc., and the Grantee identified in that Agreement:

1. Pursuant to Section 4945(d)(1) of the Internal Revenue Code of 1986 (the "Code"), Lilly Endowment Inc. (the "Endowment"), is prohibited from expending any of its funds "to carry on propaganda, or otherwise to attempt to influence legislation." The United States Department of the Treasury has issued regulations (the "Treasury Regulations") interpreting this prohibition. (See Treasury Regulations section 53.4945-2.) In order for the Endowment to comply with the provisions of Code section 4945(d)(1) and the Treasury Regulations, the Grantee represents, warrants and agrees as follows:

(a) The Endowment has not earmarked, within the meaning of Treasury Regulations section 53.4945-2(a)(5)(i), any part of the grants funds to be used to carry on propaganda or in an attempt to influence legislation.

(b) The Grantee will submit to the Endowment complete and accurate budget information with respect to the grant.

(c) The amount of the grant, together with other grants made by the Endowment and all other private foundations to the Grantee, used for any project in the same year, does not exceed the amount budgeted by the Grantee, for the year of the grant, for activities of such project that are not the carrying on of propaganda or attempts to influence legislation. (See Treasury Regulations section 53.4945-2(a)(6)(ii)(B).)

(d) No part of the grant funds will be used to carry on propaganda or in an attempt to influence legislation.

(e) The Grantee shall pay to the Endowment, upon demand, an amount equal to the amount of the grant funds expended by the Grantee in violation or breach of any of the terms or conditions of this Special Condition 1.

subj file 0700145

LILLY ENDOWMENT INC

A private, family foundation since 1937

PROPOSAL TO ENTER INTO GRANT AGREEMENT

Lilly Endowment Inc., is pleased to propose the grant described below, subject to the following General Conditions and Special Conditions:

ARTICLE I
DESCRIPTION OF GRANT

Grantee (name and address):	The George Mason University Foundation, Incorporated 4400 University Drive Fairfax, VA 22030-4444 ATTN: Mr. David A. Roe
Grant Number:	2012 0038-000 *
Amount of Grant:	$100,000
Grant Period:	June 1, 2012 - June 30, 2013
Purpose of the Grant:	Law and Economics Center judicial education programs

Tentative payment schedule:
$100,000 - June, 2012

REPORTING SCHEDULE

Period Covered	Program Reports Due Date	Financial Reports Due Date
06/01/2012 - 06/30/2013	July 31, 2013	July 31, 2013

* Please refer to this Grant Number when making inquiries or reporting on this grant.

2801 North Meridian Street
Post Office Box 88068
Indianapolis, IN 46208-0068
(317) 924-5471 Fax: (317) 926-4431

ARTICLE II
GENERAL CONDITIONS

The Grantee accepts and agrees to comply with the following General Conditions:

1. PURPOSE. The grant shall be used solely for the purpose specified in Article I of this Grant Agreement (the "Agreement") and shall be so designated on the Grantee's records.

2. PROGRAM MONITORING AND EVALUATION. The Endowment may, at its expense, monitor and conduct an evaluation of operations under this grant, which may include visits by representatives of the Endowment to observe the Grantee's procedures and operations in connection with this grant and to discuss the grant with the Grantee's personnel.

3. ACCOUNTING RECORD REQUIREMENTS AND FINANCIAL REVIEW. The method of recording receipts and disbursements related to this grant on the accounting records of the Grantee is outlined in Article II, Section 4, below. Vouchers consisting of bills, invoices, cancelled checks, receipts, etc., which document the disbursement of funds for this grant, shall be retained by the Grantee for at least two years after final disbursement of the grant and may be examined by Endowment representatives on reasonable notice during regular business hours. Copies of such documents shall be furnished to the Endowment at its request and expense. The Endowment may, at its expense and on reasonable notice to the Grantee, inspect, audit, or copy the Grantee's records pertaining to this grant.

4. ACCOUNTING AND FINANCIAL REQUIREMENTS.

a. If the purpose of this grant is for general and/or operating support, no special requirements are specified for the method of recording receipts and disbursements on the accounting records of the Grantee for this grant.

b. If the purpose of this grant is to support a project (any purpose other than for general and/or operating support), the use of grant funds is restricted solely to the purpose of the grant and should be so designated on Grantee accounting and financial records. Under no circumstances may grant funds be expended, borrowed (inter-fund), pledged or transferred for reasons unassociated with the stated purpose of this grant. For purposes of controlling and reporting on the receipt and disbursement of grant funds, Grantee accounting records should be structured so that such transactions are easily and readily identifiable.

5. BUDGET. If there is a budget for this grant, it has been attached. The Grantee may reallocate budgeted items up to the lesser of $1,000 or 10% of individual line item amounts, provided that prior written notice is given to the Endowment. Changes in the budget in excess of the foregoing mentioned limits may not be made without prior written approval of the Endowment.

6. PAYMENT SCHEDULE. The schedule of grant payments is a preliminary estimate of the timing and amount of cash remittances to the Grantee that will meet satisfactorily the requirements of the grant. The Endowment, however, on its own initiative or at the request of the Grantee, may modify scheduled dates and payment amounts and will so notify the Grantee when and if such changes seem to be indicated. If there are matching or other conditions related to this grant (as noted under Special Conditions, Article II, Section 19), the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which the conditions are satisfied in accordance with this Agreement, unless the Special Conditions expressly provide otherwise.

7. SELECTION OF RECIPIENTS. The Grantee shall have the exclusive right to select the individuals to whom and the organizations to which grant funds shall be paid. This provision shall prevail over all other provisions of this Agreement. Under Special Conditions the Endowment may provide that the Grantee in the exercise of its right of selection shall observe certain criteria, such as the independence of project evaluators; educational or other qualifications of persons who will perform certain duties in connection with this grant; and characteristics of organizations which shall be relied upon to achieve the charitable purposes of this grant. In all cases, these criteria are intended to maximize the charitable benefits to be derived from this grant, shall be construed and applied to achieve that result, and are not intended to identify or cause the Grantee to select any particular individual or organization. The Endowment disclaims participation in the above described selection process.

8. REPORTING. In accordance with the schedule on page 1, the Grantee shall furnish to the Endowment written reports on both the progress of the program and the financial management of the grant. The format of the financial reports must be consistent with that of the attached budget, if any, and show a comparison of actual to budgeted expenditures. A financial report form may be supplied to the Grantee by the Endowment. If this form is supplied by the Endowment, it should be used by the Grantee in the preparation and submission of its financial reports.

If accurate and complete financial and program reports are not furnished to the Endowment on or before the dates reflected in the schedule on page 1 and the Endowment agrees to an extension of such dates, the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which such delinquent reports are furnished, unless the Special Conditions expressly provide otherwise.

The Grantee shall furnish a copy of its annual financial statements to the Treasurer's Office of the Endowment for each year which is included partially or wholly within the grant period, or as otherwise specified in the Special Conditions section of this Agreement. These statements should include a balance sheet, income and expense statement, and any footnotes or supporting schedules that will permit a satisfactory determination of the financial condition of the Grantee.

9. EXEMPT AND FOUNDATION STATUS. The Grantee has furnished information to the Endowment respecting the Grantee's status under Internal Revenue Code "Code" sections 170(b)(1)(A), 501(c) and 509(a). In addition, the Grantee represents that it is not an organization described in Code section 4942(g)(4)(A) (which describes certain Type III supporting organizations, certain controlled entities, and other restricted organizations identified by the Secretary of the Treasury). The Grantee shall give immediate notice to the Endowment of every change in the Grantee's status. In the event of a change in such status, the Endowment may postpone disbursement of or cancel the unpaid portion of the grant.

10. REVERSION OF GRANT. If the purpose of this grant is to finance a specific project or to provide general and/or operating support for a specific period, any portion of the grant unexpended at the completion of the project or at the end of the period shall be repaid to the Endowment within 30 days unless the Endowment, in its sole discretion, shall otherwise specify in writing.

11. CANCELLATION OF GRANT. If the Grantee fails, within 30 days after notice from the Endowment, to perform any of its duties under the Agreement, the Endowment may at any subsequent time by notice to the Grantee postpone, cancel, or postpone and thereafter cancel payment of the undisbursed portion of the grant.

12. WITHDRAWAL OF GRANT. After entering into a Grant Agreement, it is possible that circumstances will arise which will persuade the Endowment that an unpaid grant should not be disbursed. If that should happen with respect to this grant, the Endowment acknowledges that the Grantee, nevertheless, would then be entitled to full reimbursement for expenses connected with the grant and already paid by the

Grantee or for which it became legally responsible before notification of the Endowment's decision. Accordingly, the Endowment may at any time, with or without cause, cancel the unpaid portion of this grant by notice to the Grantee. As soon as possible after such notice, the Grantee shall furnish a complete list of such expenses, and the Endowment thereupon shall pay to the Grantee an amount equal to the total of those expenses. After making such payment, the Endowment shall have no further obligation to the Grantee, its officers, agents or representatives.

13. COUNSELING. Occasionally the Endowment makes available to a Grantee counseling or other assistance from a member of the Endowment's staff or from one of its consultants. In every case, the Grantee is entirely free to decline or avail itself of this assistance and to accept or disregard in whole or part the recommendations offered. Neither the Endowment nor the person offering assistance to the Grantee shall have any liability to the Grantee, its officers, agents or representatives because of reliance on such assistance or adoption of such recommendations.

14. PUBLICITY. If the Grantee wishes to issue a news release concerning this grant, the text of the proposed release must be submitted to the Endowment for review prior to the release date. No release shall be made without the Endowment's approval.

15. ADDITIONAL SUPPORT. By making this grant, the Endowment assumes no obligation to provide other or future support for the Grantee.

16. NOTICES. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Endowment:
Lilly Endowment Inc.
Attention: Treasurer's Office
Post Office Box 88068
Indianapolis, Indiana 46208-0068

To the Grantee:
As provided on the first page of this Agreement unless otherwise specified here by the Grantee:

_____

_____

_____

_____

17. WAIVER. No waiver of any right under this Agreement shall be effective unless set forth in a notice from the party possessing such right to the other party, and the exercise by either party of any right or remedy under this Agreement shall not thereafter prevent that party from exercising any other right or remedy.

18. INDIANA LAW. The law of the State of Indiana exclusively shall govern and apply to all legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this Agreement, and under no circumstance shall reference be made to the law of any other jurisdiction for any purpose. This Agreement shall be deemed to be entered into and formed in Indiana and shall become effective when (i) the Endowment receives a copy of this instrument bearing the Grantee's acceptance at the Endowment's offices in Indianapolis, Indiana and (ii) in the case of a grantee that is headquartered outside the State of Indiana, the Endowment countersigns the Agreement at its offices in Indianapolis, Indiana. All legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this agreement, shall be heard exclusively in

the state or federal courts with subject matter jurisdiction sitting in Indiana. By execution of this Agreement, the Grantee submits to the personal jurisdiction and venue of such courts for such purposes.

19. SPECIAL CONDITIONS. The Grantee accepts and agrees to comply with the Special Conditions, if any, attached to this Agreement.

This proposal to enter into the foregoing Agreement was executed by Lilly Endowment Inc., at Indianapolis, Indiana, on March 15, 2012.

Lilly Endowment Inc.

By N. Clay Robbins
N. Clay Robbins

Title President

GRANTEE'S ACCEPTANCE

The Grantee accepts the above-described grant on the terms and conditions set forth in the foregoing Agreement and agrees to perform the responsibilities imposed on it under the Agreement. Executed by the Grantee at FAIRFAX, VIRGINIA on MARCH 20, 2012.
(City, State)

Grantee's Name GEORGE MASON UNIVERSITY FOUNDATION, INC.

By _____

Title PRESIDENT

COUNTERSIGNATURE AND EFFECTIVE DATE AND PLACE OF GRANT AGREEMENT

If the Grantee is headquartered outside of the State of Indiana, the Agreement must be countersigned by Lilly Endowment Inc. After signing the above, all copies of this Agreement must be returned to the Endowment; a countersigned original copy will be returned to the Grantee.

A copy of this Agreement, executed by the Grantee, was received and countersigned by the Endowment and became effective at its office in Indianapolis, Indiana, on March 25, 2012.

Lilly Endowment Inc.

By N. Clay Robbins
N. Clay Robbins

Title President

LILLY ENDOWMENT INC.

SPECIAL CONDITIONS
TO

THE GEORGE MASON UNIVERSITY FOUNDATION, INCORPORATED

GRANT NO. 2012 0038-000

Set forth below are Special Conditions applicable to the above-numbered grant described in the Agreement between Lilly Endowment Inc., and the Grantee identified in that Agreement:

1. Pursuant to Section 4945(d)(1) of the Internal Revenue Code of 1986 (the "Code"), Lilly Endowment Inc. (the "Endowment"), is prohibited from expending any of its funds "to carry on propaganda, or otherwise to attempt to influence legislation." The United States Department of the Treasury has issued regulations (the "Treasury Regulations") interpreting this prohibition. (See Treasury Regulations section 53.4945-2.) In order for the Endowment to comply with the provisions of Code section 4945(d)(1) and the Treasury Regulations, the Grantee represents, warrants and agrees as follows:

(a) The Endowment has not earmarked, within the meaning of Treasury Regulations section 53.4945-2(a)(5)(i), any part of the grants funds to be used to carry on propaganda or in an attempt to influence legislation.

(b) The Grantee will submit to the Endowment complete and accurate budget information with respect to the grant.

(c) The amount of the grant, together with other grants made by the Endowment and all other private foundations to the Grantee, used for any project in the same year, does not exceed the amount budgeted by the Grantee, for the year of the grant, for activities of such project that are not the carrying on of propaganda or attempts to influence legislation. (See Treasury Regulations section 53.4945-2(a)(6)(ii)(B).)

(d) No part of the grant funds will be used to carry on propaganda or in an attempt to influence legislation.

(e) The Grantee shall pay to the Endowment, upon demand, an amount equal to the amount of the grant funds expended by the Grantee in violation or breach of any of the terms or conditions of this Special Condition 1.

LILLY ENDOWMENT +INC+

Subj file 0700 14 K

JUN 27 2011

due late 6/30/2012

A private, family foundation since 1937

PROPOSAL TO ENTER INTO GRANT AGREEMENT

Lilly Endowment Inc., is pleased to propose the grant described below, subject to the following General Conditions and Special Conditions:

ARTICLE I
DESCRIPTION OF GRANT

Grantee (name and address):	The George Mason University Foundation, Incorporated 4400 University Drive Fairfax, VA 22030-4444 ATTN: Mr. David A. Roe
Grant Number:	2011 0421-000 *
Amount of Grant:	$100,000
Grant Period:	July 1, 2011 - June 30, 2012
Purpose of the Grant:	Law and Economics Center judicial education programs

Tentative payment schedule:
$100,000 - July, 2011

REPORTING SCHEDULE

	Program Reports	Financial Reports
Period Covered	**Due Date**	**Due Date**
07/01/2011 - 06/30/2012	July 31, 2012	July 31, 2012

* Please refer to this Grant Number when making inquiries or reporting on this grant.

2801 North Meridian Street
Post Office Box 88068
Indianapolis, IN 46208-0068
(317) 924-5471 Fax: (317) 926-4431

ARTICLE II
GENERAL CONDITIONS

The Grantee accepts and agrees to comply with the following General Conditions:

1. PURPOSE. The grant shall be used solely for the purpose specified in Article I of this Grant Agreement (the "Agreement") and shall be so designated on the Grantee's records.

2. PROGRAM MONITORING AND EVALUATION. The Endowment may, at its expense, monitor and conduct an evaluation of operations under this grant, which may include visits by representatives of the Endowment to observe the Grantee's procedures and operations in connection with this grant and to discuss the grant with the Grantee's personnel.

3. ACCOUNTING RECORD REQUIREMENTS AND FINANCIAL REVIEW. The method of recording receipts and disbursements related to this grant on the accounting records of the Grantee is outlined in Article II, Section 4, below. Vouchers consisting of bills, invoices, cancelled checks, receipts, etc., which document the disbursement of funds for this grant, shall be retained by the Grantee for at least two years after final disbursement of the grant and may be examined by Endowment representatives on reasonable notice during regular business hours. Copies of such documents shall be furnished to the Endowment at its request and expense. The Endowment may, at its expense and on reasonable notice to the Grantee, inspect, audit, or copy the Grantee's records pertaining to this grant.

4. ACCOUNTING AND FINANCIAL REQUIREMENTS.

a. If the purpose of this grant is for general and/or operating support, no special requirements are specified for the method of recording receipts and disbursements on the accounting records of the Grantee for this grant.

b. If the purpose of this grant is to support a project (any purpose other than for general and/or operating support), the use of grant funds is restricted solely to the purpose of the grant and should be so designated on Grantee accounting and financial records. Under no circumstances may grant funds be expended, borrowed (inter-fund), pledged or transferred for reasons unassociated with the stated purpose of this grant. For purposes of controlling and reporting on the receipt and disbursement of grant funds, Grantee accounting records should be structured so that such transactions are easily and readily identifiable.

5. BUDGET. If there is a budget for this grant, it has been attached. The Grantee may reallocate budgeted items up to the lesser of $1,000 or 10% of individual line item amounts, provided that prior written notice is given to the Endowment. Changes in the budget in excess of the foregoing mentioned limits may not be made without prior written approval of the Endowment.

6. PAYMENT SCHEDULE. The schedule of grant payments is a preliminary estimate of the timing and amount of cash remittances to the Grantee that will meet satisfactorily the requirements of the grant. The Endowment, however, on its own initiative or at the request of the Grantee, may modify scheduled dates and payment amounts and will so notify the Grantee when and if such changes seem to be indicated. If there are matching or other conditions related to this grant (as noted under Special Conditions, Article II, Section 19), the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which the conditions are satisfied in accordance with this Agreement, unless the Special Conditions expressly provide otherwise.

7. SELECTION OF RECIPIENTS. The Grantee shall have the exclusive right to select the individuals to whom and the organizations to which grant funds shall be paid. This provision shall prevail over all other provisions of this Agreement. Under Special Conditions the Endowment may provide that the Grantee in the exercise of its right of selection shall observe certain criteria, such as the independence of project evaluators; educational or other qualifications of persons who will perform certain duties in connection with this grant; and characteristics of organizations which shall be relied upon to achieve the charitable purposes of this grant. In all cases, these criteria are intended to maximize the charitable benefits to be derived from this grant, shall be construed and applied to achieve that result, and are not intended to identify or cause the Grantee to select any particular individual or organization. The Endowment disclaims participation in the above described selection process.

8. REPORTING. In accordance with the schedule on page 1, the Grantee shall furnish to the Endowment written reports on both the progress of the program and the financial management of the grant. The format of the financial reports must be consistent with that of the attached budget, if any, and show a comparison of actual to budgeted expenditures. A financial report form may be supplied to the Grantee by the Endowment. If this form is supplied by the Endowment, it should be used by the Grantee in the preparation and submission of its financial reports.

If accurate and complete financial and program reports are not furnished to the Endowment on or before the dates reflected in the schedule on page 1 and the Endowment agrees to an extension of such dates, the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which such delinquent reports are furnished, unless the Special Conditions expressly provide otherwise.

The Grantee shall furnish a copy of its annual financial statements to the Treasurer's Office of the Endowment for each year which is included partially or wholly within the grant period, or as otherwise specified in the Special Conditions section of this Agreement. These statements should include a balance sheet, income and expense statement, and any footnotes or supporting schedules that will permit a satisfactory determination of the financial condition of the Grantee.

9. EXEMPT AND FOUNDATION STATUS. The Grantee has furnished information to the Endowment respecting the Grantee's status under Internal Revenue Code "Code" sections 170(b)(1)(A), 501(c) and 509(a). In addition, the Grantee represents that it is not an organization described in Code section 4942(g)(4)(A) (which describes certain Type III supporting organizations, certain controlled entities, and other restricted organizations identified by the Secretary of the Treasury). The Grantee shall give immediate notice to the Endowment of every change in the Grantee's status. In the event of a change in such status, the Endowment may postpone disbursement of or cancel the unpaid portion of the grant.

10. REVERSION OF GRANT. If the purpose of this grant is to finance a specific project or to provide general and/or operating support for a specific period, any portion of the grant unexpended at the completion of the project or at the end of the period shall be repaid to the Endowment within 30 days unless the Endowment, in its sole discretion, shall otherwise specify in writing.

11. CANCELLATION OF GRANT. If the Grantee fails, within 30 days after notice from the Endowment, to perform any of its duties under the Agreement, the Endowment may at any subsequent time by notice to the Grantee postpone, cancel, or postpone and thereafter cancel payment of the undisbursed portion of the grant.

12. WITHDRAWAL OF GRANT. After entering into a Grant Agreement, it is possible that circumstances will arise which will persuade the Endowment that an unpaid grant should not be disbursed. If that should happen with respect to this grant, the Endowment acknowledges that the Grantee, nevertheless, would then be entitled to full reimbursement for expenses connected with the grant and already paid by the

Grantee or for which it became legally responsible before notification of the Endowment's decision. Accordingly, the Endowment may at any time, with or without cause, cancel the unpaid portion of this grant by notice to the Grantee. As soon as possible after such notice, the Grantee shall furnish a complete list of such expenses, and the Endowment thereupon shall pay to the Grantee an amount equal to the total of those expenses. After making such payment, the Endowment shall have no further obligation to the Grantee, its officers, agents or representatives.

13. COUNSELING. Occasionally the Endowment makes available to a Grantee counseling or other assistance from a member of the Endowment's staff or from one of its consultants. In every case, the Grantee is entirely free to decline or avail itself of this assistance and to accept or disregard in whole or part the recommendations offered. Neither the Endowment nor the person offering assistance to the Grantee shall have any liability to the Grantee, its officers, agents or representatives because of reliance on such assistance or adoption of such recommendations.

14. PUBLICITY. If the Grantee wishes to issue a news release concerning this grant, the text of the proposed release must be submitted to the Endowment for review prior to the release date. No release shall be made without the Endowment's approval.

15. ADDITIONAL SUPPORT. By making this grant, the Endowment assumes no obligation to provide other or future support for the Grantee.

16. NOTICES. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Endowment:
Lilly Endowment Inc.
Attention: Treasurer's Office
Post Office Box 88068
Indianapolis, Indiana 46208-0068

To the Grantee:
As provided on the first page of this Agreement unless otherwise specified here by the Grantee:

_____

_____

_____

_____

17. WAIVER. No waiver of any right under this Agreement shall be effective unless set forth in a notice from the party possessing such right to the other party, and the exercise by either party of any right or remedy under this Agreement shall not thereafter prevent that party from exercising any other right or remedy.

18. INDIANA LAW. The law of the State of Indiana exclusively shall govern and apply to all legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this Agreement, and under no circumstance shall reference be made to the law of any other jurisdiction for any purpose. This Agreement shall be deemed to be entered into and formed in Indiana and shall become effective when (i) the Endowment receives a copy of this instrument bearing the Grantee's acceptance at the Endowment's offices in Indianapolis, Indiana and (ii) in the case of a grantee that is headquartered outside the State of Indiana, the Endowment countersigns the Agreement at its offices in Indianapolis, Indiana. All legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this agreement, shall be heard exclusively in

the state or federal courts with subject matter jurisdiction sitting in Indiana. By execution of this Agreement, the Grantee submits to the personal jurisdiction and venue of such courts for such purposes.

19. SPECIAL CONDITIONS. The Grantee accepts and agrees to comply with the Special Conditions, if any, attached to this Agreement.

This proposal to enter into the foregoing Agreement was executed by Lilly Endowment Inc., at Indianapolis, Indiana, on June 17, 20 11.

Lilly Endowment Inc.

By N. Clay Robbins

N. Clay Robbins

Title President

GRANTEE'S ACCEPTANCE

The Grantee accepts the above-described grant on the terms and conditions set forth in the foregoing Agreement and agrees to perform the responsibilities imposed on it under the Agreement. Executed by the Grantee at FAIRFAX VA on JUNE 22, 20 11.

(City, State)

Grantee's Name GEORGE MASON UNIVERSITY FOUNDATION, INC

By DAVID A ROE

Title PRESIDENT

COUNTERSIGNATURE AND EFFECTIVE DATE AND PLACE OF GRANT AGREEMENT

If the Grantee is headquartered outside of the State of Indiana, the Agreement must be countersigned by Lilly Endowment Inc. After signing the above, all copies of this Agreement must be returned to the Endowment; a countersigned original copy will be returned to the Grantee.

A copy of this Agreement, executed by the Grantee, was received and countersigned by the Endowment and became effective at its office in Indianapolis, Indiana, on June 27, 20 11.

Lilly Endowment Inc.

By N. Clay Robbins

N. Clay Robbins

Title President

LILLY ENDOWMENT INC.

SPECIAL CONDITIONS
TO

THE GEORGE MASON UNIVERSITY FOUNDATION, INCORPORATED

Grant #2011 0421-000

Set forth below are Special Conditions applicable to the above-numbered grant described in the Agreement between Lilly Endowment Inc., and the Grantee identified in that Agreement:

1. Pursuant to Section 4945(d)(1) of the Internal Revenue Code of 1986 (the "Code"), Lilly Endowment Inc. (the "Endowment"), is prohibited from expending any of its funds "to carry on propaganda, or otherwise to attempt to influence legislation." The United States Department of the Treasury has issued regulations (the "Treasury Regulations") interpreting this prohibition. (See Treasury Regulations section 53.4945-2.) In order for the Endowment to comply with the provisions of Code section 4945(d)(1) and the Treasury Regulations, the Grantee represents, warrants and agrees as follows:

(a) The Endowment has not earmarked, within the meaning of Treasury Regulations section 53.4945-2(a)(5)(i), any part of the grants funds to be used to carry on propaganda or in an attempt to influence legislation.

(b) The Grantee will submit to the Endowment complete and accurate budget information with respect to the grant.

(c) The amount of the grant, together with other grants made by the Endowment and all other private foundations to the Grantee, used for any project in the same year, does not exceed the amount budgeted by the Grantee, for the year of the grant, for activities of such project that are not the carrying on of propaganda or attempts to influence legislation. (See Treasury Regulations section 53.4945-2(a)(6)(ii)(B).)

(d) No part of the grant funds will be used to carry on propaganda or in an attempt to influence legislation.

(e) The Grantee shall pay to the Endowment, upon demand, an amount equal to the amount of the grant funds expended by the Grantee in violation or breach of any of the terms or conditions of this Special Condition 1.

Reisj file

070014M

AMENDMENT TO GRANT AGREEMENT BY AND BETWEEN LAURA AND JOHN ARNOLD FOUNDATION AND GEORGE MASON UNIVERSITY FOUNDATION, INC.

Reference is hereby made to the Grant Agreement, dated February 5, 2015, with an Effective Date of February 23, 2015, by and between the Laura and John Arnold Foundation (the "*Foundation*") and George Mason University Foundation, Inc. ("*Grantee*"), (the "*Agreement*"), attached hereto and incorporated herein as Attachment A. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

The Foundation and Grantee are the only parties to the Agreement, and the parties desire by this amendment (this "*Amendment*") to modify and amend certain provisions of the Agreement in order to capture changes to the scope of work and associated budget realignments. This Amendment shall be effective as of December 30, 2015. Except as expressly set out below, the parties do not intend to change the Agreement in any other way, and all provisions of the Agreement that are not inconsistent with the terms hereunder shall remain in full force and effect.

Purpose

Grantee will now be hosting one (1) symposium for state attorneys general rather than two (2) as originally planned. As a result, Grantee has expanded the scope of the public policy conference. Accordingly, the Purpose as stated on page 1 of the Agreement shall be amended and restated as follows: "The Grant shall be used by Grantee's Law & Economics Center for the sole purpose of hosting the following: (i) Two (2) judicial symposia on the economics and law of public pension reform; (ii) Two (2) workshops for law professors on the economics of public pensions; (iii) One (1) symposium for state attorneys general on the economics and law on public pension reform; (iv) One (1) research roundtable on solving the public pensions crisis; and (v) One (1) public policy conference on solving the public pensions crisis. This initiative is part of a broader effort to expand the accessibility of public sector retirement research (collectively, the "*Purpose*")."

Section 3—Payment of Grant Funds

The second Installment Payment of $600,000.00 (six hundred thousand dollars) shall be paid upon execution of this Amendment, and by no later than February 28, 2016. Accordingly, Section 3(b) shall be amended and restated as follows: "the second Installment Payment of $600,000.00 (six hundred thousand dollars) by no later than February 28, 2016;".

Exhibits A & B—Budget & Milestones

Exhibits A and B of the Agreement shall be amended and restated as provided in Attachment B, attached hereto and incorporated herein.

ACCEPTED AND AGREED:

GEORGE MASON UNIVERSITY FOUNDATION, INC.

By: _____
Name: David A. Roe
Title: Director of Real Estate + Administration
Date: 3/1/2016

LAURA AND JOHN ARNOLD FOUNDATION

By: _____
Name: Denis Calabrese
Title: President
Date: February 19, 2016

AMENDMENT TO GRANT AGREEMENT BY AND BETWEEN
LAURA AND JOHN ARNOLD FOUNDATION &
GEORGE MASON UNIVERSITY FOUNDATION, INC.

ATTACHMENT A

GRANT AGREEMENT (EFFECTIVE FEBRUARY 23, 2015)

By and Between Laura and John Arnold Foundation &
George Mason University Foundation, Inc.

tjaf

February 5, 2015

Ms. Janet Bingham
President
George Mason University Foundation, Inc.
4400 University Drive
Fairfax, VA 22030

Dear Ms. Bingham:

It is my pleasure to inform you that the Directors of the Laura and John Arnold Foundation (the "*Foundation*") have authorized a grant to George Mason University Foundation, Inc. ("*Grantee*") in the amount of $1,851,300.00 (one million eight hundred fifty-one thousand three hundred dollars) (the "*Grant*"), payable in installments as set forth below, subject to Grantee's acceptance of, compliance with or the making of, as the case may be, the terms, conditions, agreements, warranties, representations, and other provisions set forth in this agreement (this "*Agreement*").

The Grant shall be used by Grantee's Law & Economics Center for the sole purpose of hosting the following:

(i) Two (2) judicial symposia on the economics and law of public pension reform;

(ii) Two (2) workshops for law professors on the economics of public pensions;

(iii) Two (2) symposia for state attorneys general on the economics and law of public pension reform;

(iv) One (1) research roundtable on solving the public pensions crisis; and

(v) One (1) public policy conference on solving the public pensions crisis.

This initiative is part of a broader effort to expand the accessibility of public sector retirement research (collectively, the "*Purpose*").

Grantee and the Foundation acknowledge, agree, and consent to the following terms, conditions, agreements, warranties, representations, and other provisions, which either relate to or are attached to the Grant:

1. *Charitable Purpose.* Grantee agrees that the Grant will only be used for charitable, educational, and/or scientific purposes as such purposes are generally defined by those authorities interpreting the provisions of Section 501(c)(3) of the Internal

2500 POST OAK BLVD., SUITE 225 / HOUSTON, TEXAS 77056 / P 713.554.1349 / F 832.615.8669

Revenue Code of 1986 (as amended, including any corresponding provisions of predecessor or successor federal tax laws, "*Code*") and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law. Grantee agrees that the Grant (and all income or gains earned thereon) shall be used solely for the Purpose, unless approved otherwise by prior written consent of the Foundation.

2. *Term.* The term of this Agreement will commence on the date Grantee executes this Agreement as set forth on the signature page hereto (the "*Effective Date*") and will expire on February 28, 2017, unless terminated earlier as provided herein (the "*Term*").

3. ***Payment of Grant Funds.*** Until the earliest of such time as the Grant has been paid in full, the end of the Term, or the termination of this Agreement pursuant to Section 7 of this Agreement, and provided Grantee is in full compliance with the terms of this Agreement, the Foundation shall pay Grantee the Grant in four (4) installment payments as follows (each, an "*Installment Payment*"):

   a. the first Installment Payment of $600,000.00 (six hundred thousand dollars), within thirty (30) business days of the execution and delivery of a signed copy to the Foundation of this Agreement by Grantee;

   b. the second Installment Payment of $600,000.00 (six hundred thousand dollars), within thirty (30) business days of Grantee's satisfactory completion of the following: (i) Milestones #1(II)(1) and #3(II)(1), which should be completed no later than November 30, 2015, and (ii) submission of the interim report described in Section 6(c)(ii), due by December 31, 2015;

   c. the third Installment Payment of $500,000.00 (five hundred thousand dollars), within thirty (30) business days of Grantee's satisfactory completion of Milestones #1(II)(2) and #3(II)(2), which should be completed no later than June 30, 2016; and

   d. the fourth and final Installment Payment of $151,300.00 (one hundred fifty-one thousand three hundred dollars), within thirty (30) business days of Grantee's satisfactory completion of Milestone #5, which should be completed no later than December 31, 2016.

All Installment Payments pursuant to this Agreement will be contingent on Grantee's compliance with the budget and milestones set forth in Exhibits A and B attached hereto and incorporated herein (the "*Budget and Milestones*"), in a manner satisfactory to the Foundation. Grantee shall use its best efforts to achieve compliance with the Budget and Milestones. The Foundation shall not be obligated to make any Installment Payment if the Foundation determines in its sole discretion

that Grantee is not in full compliance with the terms of this Agreement, is not in full compliance with the Budget and Milestones, or has not fully and adequately provided the requisite accounting of the use of Grant funds, including confirmation that the funds have been spent exclusively toward the Purpose, as described below in Section 6(c). If the Foundation does not make an Installment Payment because Grantee is not in full compliance with the terms of this Agreement or is not in full compliance with the Budget and Milestones, the Foundation shall not later be obligated to make such Installment Payment, even if Grantee subsequently cures such breach or becomes in full compliance with the Agreement, Budget, and Milestones.

4. ***Representations and Warranties.*** Grantee makes the following representations and warranties:

   a. Grantee is a nonprofit corporation, duly formed, validly existing, and in good standing in the State of Virginia with all corporate power, authority, and permits necessary to carry on its activities, including the Purpose of the Grant.

   b. Grantee is currently, and at all times during the Term will be, a Qualifying Grantee. For purposes of this Agreement, a "*Qualifying Grantee*" is an organization which at all times meets the following criteria: (i) it is an organization described in Code Section 501(c)(3) or a governmental unit defined in Code Section 170(c)(1), (ii) it is not a "private foundation" within the meaning of Code Section 509(a), (iii) it is not a Type III Supporting Organization within the meaning of Code Section 509(a)(3), and (iv) it is an organization pursuant to which the acceptance of the provisions of this Agreement or of the Grant will not adversely affect Grantee's status as (1) an organization described in Code Sections 501(c)(3) or 170(c) or (2) an organization which is not a "private foundation" or a Type III Supporting Organization within the meaning of Code Section 509(a). Grantee is not aware of any threat or challenge to its status as a Qualifying Grantee. Furthermore, if Grantee is a publicly supported charity within the meaning of Code Section 170(b)(1)(A)(iv) or (vi) or Section 509(a)(2), Grantee represents that the Grant will not cause Grantee to lose its status as a publicly supported charity.

   c. The Purpose of the Grant is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Grant will only be used for such educational purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law.

   d. All information relating to the Grant heretofore provided to the Foundation by Grantee or to be provided to the Foundation by Grantee during the Term has

been, and for the duration of the Term (and for so long as any obligations pursuant to Sections 5 and 6 of this Agreement remain outstanding) will at all times continue to be true, accurate and complete in all material respects.

5. *Records.* Grantee will maintain accurate and complete records of receipts of and expenditures made from Grant funds and will keep these records during the period covered by Grantee's reporting obligations specified in Section 6 of this Agreement and for at least three (3) years thereafter. During the Term, and for three (3) years thereafter, upon the request of the Foundation, Grantee shall make such records available for inspection by the Foundation and its representatives during normal business hours, and Grantee shall cooperate and assist the Foundation with the Foundation's review of such records.

6. *Reporting and Information.*

   a. Grantee will immediately provide the Foundation with a copy of Grantee's current, valid determination letter from the Internal Revenue Service recognizing Grantee's status as a Qualifying Grantee.

   b. Grantee will immediately furnish the Foundation with any information concerning a threatened, proposed, or actual change in Grantee's status as a Qualifying Grantee.

   c. Grantee will promptly provide the Foundation with: (i) copies of Grantee's financial statements and Forms 990, with respect to Grantee's fiscal years ending on June 30, 2015, June 30, 2016, and June 30, 2017, as such documents become available; (ii) an interim report due December 31, 2015; and (iii) a final report to be submitted to the Foundation no later than January 31, 2017 (each a "*Grant Report*" and collectively the "*Grant Reports*"). The Grant Reports will include a detailed account of expenditures of Grant funds and a narrative of what was accomplished by the use of such funds during the year (including a description of progress made in fulfilling the Purpose of the Grant and a confirmation of Grantee's compliance with the terms of this Agreement, including the Budget and Milestones, and a confirmation that the Grant funds were spent exclusively toward the Purpose). Grantee also agrees to provide the Foundation with a copy of all materials developed or published with the Grant. If the Grant funds are not fully expended by Grantee during the Term, Grantee will disclose this in the Grant Reports, and the Foundation will make a determination about such funds upon receipt of such information, including whether Grantee shall be required to return unspent funds to the Foundation. Grantee may not reallocate any unspent funds during the Term and may not spend or retain unspent funds after the Term without prior written approval from the Foundation. Moreover, the Grant Reports shall include any other information requested by the Foundation reasonably in advance of the due date of the relevant Grant Report.

d. Grantee will provide the Foundation prompt written notice (i) if any of the events in Section 7 of this Agreement occurs, and (ii) of each and every event which, at the giving of notice or lapse of time, could reasonably be expected to constitute an event described in Section 7 of this Agreement.

7. ***Termination.*** This Agreement may be terminated by the Foundation if any of the following has occurred, it being understood and agreed that the determination of whether any such condition or event has occurred will be made by the Foundation in its sole discretion:

a. Any of the warranties or representations made by Grantee in this Agreement is or becomes untrue in any respect;

b. There is a material change in the purpose, character or method of operation of Grantee, or a material change in the leadership of Grantee;

c. Grantee uses any portion of the Grant for any purpose other than the Purpose without the prior written consent of the Foundation;

d. The Internal Revenue Service makes a determination, preliminary or otherwise, that the Grant does not constitute a qualifying distribution by the Foundation within the meaning of Code Section 4942(g)(1)(A) or (B);

e. Grantee has materially misrepresented to the Foundation its activities or financial condition;

f. Grantee fails to comply with any of the provisions of this Agreement (including Exhibits A and B); or

g. The Grant or its Purpose does not contribute to the accomplishment of the Grantee's charitable mission as originally anticipated.

The effective date of the Foundation's termination of this Agreement (the "*Termination Effective Date*") shall be the earlier of (a) the date notice is given by the Foundation to Grantee of the termination, and (b) if so elected by the Foundation, the date on which the event triggering the right of termination occurred. The delay in, or failure of, the Foundation to exercise its right to terminate at any time shall not be a waiver of such right, either with respect to the cause giving rise thereto or any other cause for termination, and the payment by the Foundation of any portion of the Grant after notice of an event giving rise to a right to terminate shall not be a waiver of the right to terminate or any rights of the Foundation upon termination, and in no event will such delay, failure or payment give rise to any argument for novation, ratification, estoppel, laches or any other equitable or legal defense if the Foundation later elects to exercise its right of termination.

8. *Payment Obligation; Return of Funds.* In the event that the Foundation terminates this Agreement pursuant to the terms hereunder:

   a. Any remaining payment obligation of the Foundation to Grantee, whether under this Grant or otherwise, shall be null and void as of the Termination Effective Date;

   b. If the Foundation terminates this Agreement pursuant to any provision hereunder other than Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to the Foundation any amounts of the Grant previously paid to Grantee which have not yet been expended as of the Termination Effective Date or which were not used for the Purpose; and

   c. If the Foundation terminates this Agreement pursuant to either Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to the Foundation an amount equal to the amount of the Grant previously paid to Grantee.

9. ***Indemnity; Liability.*** Grantee shall indemnify, defend and hold harmless the Foundation, its officers, directors, founders, employees and agents and each of their affiliates (collectively the "*Foundation Parties*"), from and against, any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred or imposed upon the Foundation Parties in connection with any claims, suits, actions, demands or judgments, arising out of or related to (a) any act or omission of Grantee, its employees or agents in applying for or accepting the Grant, (b) the expending of Grant funds furnished pursuant to this Agreement, or (c) the carrying out of any programs or projects funded by the Grant. The Foundation shall not be liable for any losses, damages, claims or other liabilities arising out of Grantee's activities. It is expressly understood that the Foundation, by making the Grant and entering into this Agreement, has no obligation to provide other or additional support to Grantee.

10. ***Grant Publicity.*** Grantee may release information regarding the Grant (*i.e.*, information mentioning this Agreement, the Foundation, and/or the Grant) provided that at the time of such release Grantee is in compliance with the provisions of this Agreement and provided that Grantee has received ***prior* written approval** from either the Foundation's President or its Director of Communications. Moreover, Grantee will furnish the Foundation with copies of any such news releases or other written materials releasing or including such information that has received prior written approval from the Foundation within a reasonable time after such release. Grantee will advise the Foundation immediately if there is any unauthorized release of information. Without further notice to or consent from Grantee, the Foundation may include information about this Agreement and/or Grant, the amount and purpose of the Grant, and any photographs, reports, or other published or printed materials provided by Grantee to the Foundation in the Foundation's published reports, website, news releases, and other external communications related to the

Foundation. Notwithstanding the foregoing, however, Grantee may release any information about the Agreement and/or Grant that is required to be disclosed under any applicable laws or regulations. Moreover, parties recognize that this Section does not affect Grantee's rights to publish any materials or research funded with this Grant or to release public statements or release information about activities or research funded with this Grant to the extent such materials, research, statements, or information do not mention the Grant, this Agreement, and/or the Foundation.

11. ***Gifts.*** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic and charitable purposes. Therefore, Grantee agrees that it will not furnish the Foundation or Foundation Parties with any membership, commemorative items, recognition plaques or gratuities or benefits of any kind.

12. ***Governing Law and Venue.*** This Agreement shall be governed by the laws of the State of Texas, and shall be performable and enforceable in Harris County, Texas. The sole and exclusive jurisdiction for any dispute arising under or related to this Agreement shall be in the state district courts of Harris County, Texas, and Grantee irrevocably submits in advance to personal jurisdiction in the state district courts of Harris County, Texas.

13. ***Entire Agreement.*** This Agreement supersedes any prior oral or written understanding or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereto. This Agreement may not be amended or modified, nor any of its provisions waived, except in a written document signed by an authorized representative of Grantee and the Foundation.

14. ***Waiver.*** Any waiver of any kind by either party of a breach of this Agreement shall not operate or be construed as a waiver of such breach or any subsequent breach. Either party's delay or omission in exercising any right, power, or remedy pursuant to a breach or default by the other party shall not impair any right, power, or remedy which that party may have.

15. ***Severability.*** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.

16. ***Assignment.*** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors, assigns, heirs and legatees; *provided, however,* Grantee cannot assign, or otherwise transfer, its rights or delegate any of its obligations, without the prior written consent of the Foundation, which consent the Foundation may withhold, condition or delay in its sole discretion.

17. *No Third Party Rights.* Except as set forth in Section 9 of this Agreement, it is the explicit intention of the parties that no person or entity other than the parties is or shall be entitled to bring any action to enforce any provision of this Agreement and that the covenants and agreements set forth herein shall be solely for the benefit of and enforceable only by the parties or their respective successor and assigns as permitted hereunder.

18. *Remedies.* The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law or equity.

19. *Independent Parties.* Nothing in this Agreement shall constitute the naming of Grantee as an agent or representative of the Foundation for any purpose. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.

20. *Survival.* The provisions of Sections 5, 6, 8, and 9 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

21. *Multiple Counterparts.* This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement.

22. *Contact Information.* For information regarding the Grant, please contact:

    Laura and John Arnold Foundation
    c/o Josh McGee, Vice President of Public Accountability
    2800 Post Oak Blvd., Suite 225
    Houston, Texas 77056
    Phone: 713-554-1916
    E-mail: josh@arnoldfoundation.org

Acknowledgment of Grantee's agreement to the representations, warranties, terms, and conditions set forth in this Agreement must be made by a duly authorized officer of Grantee who should execute a copy of this Agreement and return an executed copy to the Foundation within fifteen (15) business days from the date on the first page of this Agreement, and if a duly executed copy of this Agreement is not received by the Foundation within such fifteen (15) business days, this Agreement and the Grant are hereby revoked.

Please do not hesitate to contact me if you have any questions regarding this Agreement. We look forward to our Grant assisting your organization accomplish its mission and charitable goals.

Very truly yours.

Denis Calabrese
President

ACCEPTED AND AGREED:

GEORGE MASON UNIVERSITY FOUNDATION, INC.
Grantee

By: _____

Name: Janet Bingham

Title: President, George Mason University Foundation, Inc.

Date: 02/23/2015

EXHIBIT A
BUDGET

Expense	**Two (2) Judicial Symposia** *(2-day events with 150 participants each, 12 lecturers each, 6 support staff each)*	**Two (2) Law Professor Workshops** *(1-day events with 24 participants each, 4 lecturers each, 1 support staff each)*	**Two (2) Attorney General Symposia** *(2-day events with 75 participants each, 12 lecturers each, 3 support staff each)*	**One (1) Research Roundtable** *(2-day event with 24 participants, 1 support staff)*	**One (1) Public Policy Conference** *(1-day event with 200 participants, 3 support staff)*	Total
Hotel	$201,600	$52,200	$108,000	$14,000	$70,000	**$445,800**
Airfare	$151,200	$4,000	$81,000	$9,000	$90,000	**$335,200**
Ground Transportation	$6,000	$0	$6,000	$1,200	$10,000	**$23,200**
Meals, Breaks	$168,000	$34,800	$90,000	$12,000	$40,000	**$344,800**
Reading Materials, Supplies	$16,800	$6,000	$9,000	$0	$50,000[1]	**$81,800**
Faculty Coordinator	$24,000	$0	$24,000	$0	$0	**$48,000**
Faculty Lecturers	$36,000	$32,000	$36,000	$0	$0	**$104,000**
Panelists	$0	$0	$0	$0	$10,000	**$10,000**
Law Professors	$0	$96,000	$0	$0	$0	**$96,000**
Commissioned Scholarly Articles	$0	$0	$0	$96,000	$12,000	**$108,000**
Commentators	$0	$0	$0	$15,000	$0	**$15,000**
Facilitator	$0	$0	$0	$4,000	$0	**$4,000**
Additional Scholarly Articles	$0	$0	$0	$0	$20,000	**$20,000**
Meeting Space	$10,000	$0	$10,000	$0	$0	**$20,000**
Meeting Planning & Support[2]	$20,000	$10,000	$20,000	$2,500	$10,000	**$62,500**

[1] Printing and Distribution of Symposium Issue: 10,000 copies @ $5 each.

[2] Meeting Planning & Support Costs includes costs for event staff time devoted to negotiate contracts and to arrange meeting space, and on-site staffing of each event from start to finish.

Expense	**Two (2) Judicial Symposia** *(2-day events with 150 participants each, 12 lecturers each, 6 support staff each)*	**Two (2) Law Professor Workshops** *(1-day events with 24 participants each, 4 lecturers each, 1 support staff each)*	**Two (2) Attorney General Symposia** *(2-day events with 75 participants each, 12 lecturers each, 3 support staff each)*	**One (1) Research Roundtable** *(2-day event with 24 participants, 1 support staff)*	**One (1) Public Policy Conference** *(1-day event with 200 participants, 3 support staff)*	**Total**
Administrative Support[3]	$20,000	$10,000	$20,000	$2,500	$10,000	**$62,500**
Video Production/Editing/Webcast	$30,000	$0	$0	$0	$0	**$30,000**
Miscellaneous Expenses[4]	$10,000	$10,000	$10,000	$2,500	$8,000	**$40,500**
TOTAL	**$693,600**	**$255,000**	**$414,000**	**$158,700**	**$330,000**	**$1,851,300**

[3] Administrative Support includes costs for education staff time devoted to preparing agenda; arranging speakers; recruiting participants; reviewing and approving participant applications; and reviewing, approving, and processing travel reimbursements for participants and speakers.

[4] Miscellaneous Expenses includes designer and printer costs (if there is a special recruitment mailer); mail house costs (if there is a recruitment mailer); FedEx costs (for shipping items to and from conference site); and costs associated with registration via Cvent (our event registration and management software).

EXHIBIT B
MILESTONES

All milestones will be completed by Grantee as soon as practicable, and in no event later than the end of periods marked.

Milestone		Description	Timeline
1. Two (2) Judicial Symposia *(2-day events with 150 participants each, 12 lecturers each, 6 support staff each)*	**(I) Judicial Symposium Agenda**	1. Grantee will model the agenda on the concepts outlined in the law review article written by the Foundation's Vice President of Research Integrity, Stuart Buck. Grantee will work in consultation with Dr. Buck to finalize the judicial symposium agenda.	**April 2015**
		2. If Grantee receives feedback in regards to the agenda from attendees after the first judicial symposium, Grantee will also consult with Dr. Buck to make any modifications to the agenda in advance of the second symposium.	**December 2015**
	(II) Judicial Symposium Location and Date	1. Grantee will host the first judicial symposium in a location that is convenient to judges located on the western half of the United States.	**October 2015**
		2. Grantee will host the second judicial symposium in a location that is convenient to judges located on the eastern half of the United States.	**April 2016**
	(III) Judicial Symposium Lecturers and Attendance	1. Grantee will provide the Foundation with a list of confirmed lecturers no later than sixty (60) days prior to each judicial symposium.	**August 2015 and February 2016**
		2. Grantee will provide the Foundation with a list of all attendees of each judicial symposium no later than thirty (30) days after each such symposium.	**November 2015 and May 2016**

Milestone		Description	Timeline
2. Two (2) Law Professor Workshops *(1-day events with 24 participants each, 4 lecturers each, 1 support staff each)*	**(I) Law Professor Workshop Agenda**	Grantee will work in consultation with the Foundation to finalize the law professor workshop agenda. This agenda should include but not be limited to the economics, finance, accounting, and political economy aspects of the current public pension crisis. If Grantee receives feedback in regards to the agenda from attendees after the first workshop, Grantee will also consult with the Foundation to make any modifications to the agenda in advance of the second workshop.	**April 2015**
	(II) Law Professor Workshop Date	Grantee will host two (2) law professor workshops at locations to be determined.	**September 2015 and February 2016**
	(III) Law Professor Workshop Lecturers and Attendance	1. Grantee will provide the Foundation with a list of confirmed lecturers no later than sixty (60) days prior to each law professor workshop.	**July 2015 and December 2015**
		2. Grantee will provide the Foundation with a list of all attendees to each workshop no later than thirty (30) days after each law professor workshop.	**October 2015 and March 2016**
3. Two (2) Attorney General ("*AG*") Symposia *(2-day events with 75 participants each, 12 lecturers each, 3 support staff each)*	**(I) AG Symposium Agenda**	1. Grantee will model the agenda on the agenda created in Milestone #1(I). Grantee will work in consultation with the Foundation to finalize the AG symposium agenda.	**July 2015**
		2. If Grantee receives feedback in regards to the agenda from attendees after first AG symposium, Grantee will consult with the Foundation to make any modifications to the AG symposium agenda.	**January 2016**
	(II) AG Symposium Date	1. Grantee will host the first AG symposium in a central location or location convenient for AG staff in eastern half of the United States.	**November 2015**
		2. Grantee will host the second AG symposium in a central location or location convenient for AG staff in western half of the United States.	**June 2016**
	(III) AG Symposium Lecturers and Attendance	1. Grantee will provide the Foundation with a list of confirmed lecturers no later than sixty (60) days prior to each AG symposium.	**September 2015 and April 2016**
		2. Grantee will provide the Foundation with a list of all attendees to each symposium no later than thirty (30) days after each AG symposium.	**December 2015 and July 2016**

Milestone	Description	Timeline
4. One (1) Research Roundtable *(2-day event with 24 participants, 1 support staff)*	Grantee will host one (1) research roundtable at Grantee's facilities to review and discuss the publication of at least eight (8) scholarly articles[1] on public pension reform. Grantee will moderate the roundtable. Participants will include scholars, leading Supreme Court advocates, industry representatives, and policy makers.	**September 2016**
5. One (1) Public Policy Conference *(1-day event with 200 participants, 3 support staff)*	Grantee will host one (1) one-day conference at Grantee's facilities to present the findings of the eight (8) scholarly articles created in Milestone #4. Participants will include law professors (including all who have participated in the Workshops and Research Roundtable), judges (including some from the symposia), attorneys from state AG offices (including some from the symposia), leading practitioners, government officials, and earned media.	**December 2016**
Interim Grant Report	See Section 6(c)	**December 31, 2015**
Final Grant Report	See Section 6(c)	**January 31, 2017**

[1] Grantee will select the topics and authors of the eight (8) scholarly papers during the judicial symposia and law professor workshops.

AMENDMENT TO GRANT AGREEMENT BY AND BETWEEN
LAURA AND JOHN ARNOLD FOUNDATION &
GEORGE MASON UNIVERSITY FOUNDATION, INC.

ATTACHMENT B

AMENDED & RESTATED EXHIBITS A & B (BUDGET & MILESTONES)

AMENDED & RESTATED
EXHIBIT A
BUDGET

Expense	Two (2) Judicial Symposia[1]	Two (2) Law Professor Workshops[2]	One (1) Public Policy Conference[3]	One (1) Research Roundtable[4]	One (1) Attorney General Symposium[5]	TOTAL (2/1/15 – 12/31/16)
Hotel	$201,600	$61,200	$140,000	$16,800	$54,000	$473,600
Transportation	$151,200	$4,000	$90,000	$10,800	$40,500	$296,500
Meals, Breaks	$168,000	$40,800	$40,000	$12,000	$45,000	$305,800
Reading Materials, Supplies	$16,800	$6,000	$50,000[6]	$0	$4,500	$77,300
Honorarium						
Faculty Coordinator	$24,000	$0	$0	$0	$12,000	$36,000
Faculty Lecturers	$36,000	$32,000	$0	$0	$18,000	$86,000
Panelists	$0	$0	$10,000	$0	$0	$10,000
Law Professors	$0	$116,000	$75,000	$0	$0	$191,000
Commissioned Scholarly Articles	$0	$0	$24,000	$96,000	$0	$120,000
Commentators	$0	$0	$0	$20,000	$0	$20,000
Facilitator	$0	$0	$0	$4,000	$0	$4,000
Keynote Speaker	$0	$0	$4,000	$0	$0	$4,000
Additional Scholarly Articles	$0	$0	$20,000	$0	$0	$20,000
Meeting Space	$10,000	$0	$0	$0	$5,000	$15,000
Meeting Planning[7]	$20,000	$10,000	$10,000	$2,500	$10,000	$52,500
Admin. Support[8]	$20,000	$10,000	$10,000	$2,500	$10,000	$52,500
Ground Transportation	$6,000	$0	$10,000	$1,200	$3,000	$20,200
Video Production, Editing, Webcast	$30,000	$0	$0	$0	$0	$30,000
Misc. Expenses[9]	$10,000	$10,000	$8,000	$2,500	$5,000	$35,500
TOTAL	**$693,600**	**$290,000**	**$491,000**	**$168,300**	**$207,000**	**$1,849,900**

[1] 150 Judges, 12 Lecturers, 6 Support Staff.
[2] 30 Law Professors, 4 Lecturers, 1 Support Staff.
[3] 200 Participants, 11 Lecturers and Panelists, 3 Support Staff.
[4] 29 Participants, 1 Support Staff.
[5] 75 AG Participants, 12 Lecturers and Panelists, 3 Support Staff.
[6] Printing and Distribution of Symposium Issue: 10,000 copies @ $5 each.
[7] Event staff time devoted to negotiate contracts and arrange meeting space, and on-site staffing of each event from start to finish.
[8] Education staff time for preparing agenda; arranging speakers; recruiting participants; reviewing and approving participant applications; and reviewing, approving, and processing travel reimbursements for participants and speakers.
[9] Designer and printer costs and mail house costs (if there is a recruitment mailer); FedEx costs; registration via Cvent (our event registration and management software).

AMENDED & RESTATED
EXHIBIT B
MILESTONES

Milestone		Description	Timeline
1. Two (2) Judicial Symposia *(150 Judges, 12 Lecturers, 6 Support Staff)*	**(I) Judicial Symposium Agenda**	1. Grantee will model the agenda on the concepts outlined in the law review article written by the Foundation's Vice President of Research Integrity, Stuart Buck. Grantee will work in consultation with Dr. Buck to finalize the judicial symposium agenda.	**April 2015**
		2. If Grantee receives feedback in regards to the agenda from attendees after the first judicial symposium, Grantee will also consult with Dr. Buck to make any modifications to the agenda in advance of the second symposium.	**December 2015**
	(II) Judicial Symposium Location and Date	1. Grantee will host the first judicial symposium in a location that is convenient to judges located on the western half of the United States.	**October 2015**
		2. Grantee will host the second judicial symposium in a location that is convenient to judges located on the eastern half of the United States.	**April 2016**
	(III) Judicial Symposium Lecturers and Attendance	1. Grantee will provide the Foundation with a list of confirmed lecturers no later than sixty (60) days prior to each judicial symposium.	**August 2015 and February 2016**
		2. Grantee will provide the Foundation with a list of all attendees of each judicial symposium no later than thirty (30) days after each such symposium.	**November 2015 and May 2016**

Milestone		Description	Timeline
2. Two (2) Law Professor Workshops *(30 Law Professors, 4 Lecturers, 1 Support Staff)*	**(I) Law Professor Workshop Agenda**	Grantee will work in consultation with the Foundation to finalize the law professor workshop agenda. This agenda should include but not be limited to the economics, finance, accounting, and political economy aspects of the current public pension crisis. If Grantee receives feedback in regards to the agenda from attendees after the first workshop, Grantee will also consult with the Foundation to make any modifications to the agenda in advance of the second workshop.	**April 2015**
	(II) Law Professor Workshop Date	Grantee will host two (2) law professor workshops at locations to be determined.	**September 2015 and February 2016**
	(III) Law Professor Workshop Lecturers and Attendance	1. Grantee will provide the Foundation with a list of confirmed lecturers no later than sixty (60) days prior to each law professor workshop.	**July 2015 and December 2015**
		2. Grantee will provide the Foundation with a list of all attendees to each workshop no later than thirty (30) days after each law professor workshop.	**October 2015 and March 2016**
3. One (1) Attorney General ("*AG*") Symposium *(75 AG Participants, 12 Lecturers and Panelists, 3 Support Staff)*	**(I) AG Symposium Agenda**	1. Grantee will model the agenda on the agenda created in Milestone #1(I). Grantee will work in consultation with the Foundation to finalize the AG symposium agenda.	**July 2015**
		2. If Grantee receives feedback in regards to the agenda from attendees after first AG symposium, Grantee will consult with the Foundation to make any modifications to the AG symposium agenda.	**January 2016**
	(II) AG Symposium Date	1. Grantee will host AG symposium in a central location or location convenient for AG staff in eastern half of the United States.	**November 2015**
	(III) AG Symposium Lecturers and Attendance	1. Grantee will provide the Foundation with a list of confirmed lecturers no later than sixty (60) days prior to each AG symposium.	**September 2015**
		2. Grantee will provide the Foundation with a list of all attendees to each symposium no later than thirty (30) days after each AG symposium.	**December 2015**

Milestone	Description	Timeline
4. One (1) Research Roundtable *(29 Participants, 1 Support Staff)*	Grantee will host one (1) research roundtable at Grantee's facilities to review and discuss the publication of at least eight (8) scholarly articles[1] on public pension reform. Grantee will moderate the roundtable. Participants will include scholars, leading Supreme Court advocates, industry representatives, and policy makers.	**September 2016**
5. One (1) Public Policy Conference *(200 Participants, 11 Lecturers and Panelists, 3 Support Staff)*	Grantee will host one (1) one-day conference at Grantee's facilities to present the findings of the eight (8) scholarly articles created in Milestone #4. Participants will include law professors (including all who have participated in the Workshops and Research Roundtable), judges (including some from the symposia), attorneys from state AG offices (including some from the symposia), leading practitioners, government officials, and earned media.	**December 2016**
Interim Grant Report	See Section 6(c).	**December 31, 2015**
Final Grant Report	See Section 6(c).	**January 31, 2017**

[1] Grantee will select the topics and authors of the eight (8) scholarly papers during the judicial symposia and law professor workshops.

Subj file: 070014N

LILLY ENDOWMENT +INC+

March 20, 2014

A private, family foundation since 1937

Henry N. Butler, J.D., Ph.D.
Executive Director, Law & Economics Center
The George Mason University Foundation, Incorporated
School of Law
3301 Fairfax Drive, MS 163
Arlington, VA 22201

Re: Grant No. 2014 0014-000
Purpose: Law and Economics Center judicial education programs

Dear Dr. Butler:

It is a pleasure to inform you that Lilly Endowment Inc. has awarded a grant of $100,000 to The George Mason University Foundation, Incorporated for the above referenced purpose.

Enclosed are two copies of "A Proposal To Enter Into Grant Agreement." If your organization is incorporated within the state of Indiana and you find these in order, please execute both copies, returning one copy to our office and retaining the other for your files. If your organization is incorporated outside of the state of Indiana and you find these in order, please execute both copies and return them to this office for countersignature. We will then send a completely executed copy to you for your files.

Please note the schedule of reporting dates for program and financial reports. We require that these program and financial reports be received at the Endowment by the dates specified. If persons other than yourself are responsible for completing the required reports, please forward a copy of the Grant Agreement indicating the report due dates and procedures for budget revisions. Further, we request that you refer to the grant number in any correspondence about the grant.

In addition, a report format is enclosed to assist you in preparing financial reports to the Endowment. The financial report should follow the format of the budget that has been approved and attached to this Grant Agreement. Please refer to Page 2, paragraph 5 of the Grant Agreement if you anticipate budget changes.

You will note in the Grant Agreement that Lilly Endowment must give prior approval to any press announcement you make concerning this grant.

We look forward to working with you on this project.

Sincerely,

Charles D. Preston

Charles D. Preston
Program Director

CC: Mr. David A. Roe

2801 North Meridian Street
Post Office Box 88068
Indianapolis, IN 46208-0068
(317) 924-5471 Fax: (317) 926-4431

LILLY ENDOWMENT INC

A private, family foundation since 1937

PROPOSAL TO ENTER INTO GRANT AGREEMENT

Lilly Endowment Inc., is pleased to propose the grant described below, subject to the following General Conditions and Special Conditions:

ARTICLE I
DESCRIPTION OF GRANT

Grantee (name and address):	The George Mason University Foundation, Incorporated School of Law 3301 Fairfax Drive, MS 163 Arlington, VA 22201 ATTN: Henry N. Butler, J.D., Ph.D.
Grant Number:	2014 0014-000 *
Amount of Grant:	$100,000
Grant Period:	July 1, 2014 - June 30, 2015
Purpose of the Grant:	Law and Economics Center judicial education programs

Tentative payment schedule:
$100,000 - July, 2014

REPORTING SCHEDULE

Period Covered	Program Reports Due Date	Financial Reports Due Date
07/01/2014 - 06/30/2015	July 31, 2015	July 31, 2015

* Please refer to this Grant Number when making inquiries or reporting on this grant.

2801 North Meridian Street
Post Office Box 88068
Indianapolis, IN 46208-0068
(317) 924-5471 Fax: (317) 926-4431

ARTICLE II
GENERAL CONDITIONS

The Grantee accepts and agrees to comply with the following General Conditions:

1. PURPOSE. The grant shall be used solely for the purpose specified in Article I of this Grant Agreement (the "Agreement") and shall be so designated on the Grantee's records.

2. PROGRAM MONITORING AND EVALUATION. The Endowment may, at its expense, monitor and conduct an evaluation of operations under this grant, which may include visits by representatives of the Endowment to observe the Grantee's procedures and operations in connection with this grant and to discuss the grant with the Grantee's personnel.

3. ACCOUNTING RECORD REQUIREMENTS AND FINANCIAL REVIEW. The method of recording receipts and disbursements related to this grant on the accounting records of the Grantee is outlined in Article II, Section 4, below. Vouchers consisting of bills, invoices, cancelled checks, receipts, etc., which document the disbursement of funds for this grant, shall be retained by the Grantee for at least two years after final disbursement of the grant and may be examined by Endowment representatives on reasonable notice during regular business hours. Copies of such documents shall be furnished to the Endowment at its request and expense. The Endowment may, at its expense and on reasonable notice to the Grantee, inspect, audit, or copy the Grantee's records pertaining to this grant.

4. ACCOUNTING AND FINANCIAL REQUIREMENTS.

a. If the purpose of this grant is for general and/or operating support, no special requirements are specified for the method of recording receipts and disbursements on the accounting records of the Grantee for this grant.

b. If the purpose of this grant is to support a project (any purpose other than for general and/or operating support), the use of grant funds is restricted solely to the purpose of the grant and should be so designated on Grantee accounting and financial records. Under no circumstances may grant funds be expended, borrowed (inter-fund), pledged or transferred for reasons unassociated with the stated purpose of this grant. For purposes of controlling and reporting on the receipt and disbursement of grant funds, Grantee accounting records should be structured so that such transactions are easily and readily identifiable.

5. BUDGET. If there is a budget for this grant, it has been attached. The Grantee may reallocate budgeted items up to the lesser of $1,000 or 10% of individual line item amounts, provided that prior written notice is given to the Endowment. Changes in the budget in excess of the foregoing mentioned limits may not be made without prior written approval of the Endowment.

6. PAYMENT SCHEDULE. The schedule of grant payments is a preliminary estimate of the timing and amount of cash remittances to the Grantee that will meet satisfactorily the requirements of the grant. The Endowment, however, on its own initiative or at the request of the Grantee, may modify scheduled dates and payment amounts and will so notify the Grantee when and if such changes seem to be indicated. If there are matching or other conditions related to this grant (as noted under Special Conditions, Article II, Section 19), the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which the conditions are satisfied in accordance with this Agreement, unless the Special Conditions expressly provide otherwise.

7. SELECTION OF RECIPIENTS. The Grantee shall have the exclusive right to select the individuals to whom and the organizations to which grant funds shall be paid. This provision shall prevail over all other provisions of this Agreement. Under Special Conditions the Endowment may provide that the Grantee in the exercise of its right of selection shall observe certain criteria, such as the independence of project evaluators; educational or other qualifications of persons who will perform certain duties in connection with this grant; and characteristics of organizations which shall be relied upon to achieve the charitable purposes of this grant. In all cases, these criteria are intended to maximize the charitable benefits to be derived from this grant, shall be construed and applied to achieve that result, and are not intended to identify or cause the Grantee to select any particular individual or organization. The Endowment disclaims participation in the above described selection process.

8. REPORTING. In accordance with the schedule on page 1, the Grantee shall furnish to the Endowment written reports on both the progress of the program and the financial management of the grant. The format of the financial reports must be consistent with that of the attached budget, if any, and show a comparison of actual to budgeted expenditures. A financial report form may be supplied to the Grantee by the Endowment. If this form is supplied by the Endowment, it should be used by the Grantee in the preparation and submission of its financial reports.

If accurate and complete financial and program reports are not furnished to the Endowment on or before the dates reflected in the schedule on page 1 and the Endowment agrees to an extension of such dates, the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which such delinquent reports are furnished, unless the Special Conditions expressly provide otherwise.

The Grantee shall furnish a copy of its annual financial statements to the Treasurer's Office of the Endowment for each year which is included partially or wholly within the grant period, or as otherwise specified in the Special Conditions section of this Agreement. These statements should include a balance sheet, income and expense statement, and any footnotes or supporting schedules that will permit a satisfactory determination of the financial condition of the Grantee.

9. EXEMPT AND FOUNDATION STATUS. The Grantee has furnished information to the Endowment respecting the Grantee's status under Internal Revenue Code "Code" sections 170(b)(1)(A), 501(c) and 509(a). In addition, the Grantee represents that it is not an organization described in Code section 4942(g)(4)(A) (which describes certain Type III supporting organizations, certain controlled entities, and other restricted organizations identified by the Secretary of the Treasury). The Grantee shall give immediate notice to the Endowment of every change in the Grantee's status. In the event of a change in such status, the Endowment may postpone disbursement of or cancel the unpaid portion of the grant.

10. REVERSION OF GRANT. If the purpose of this grant is to finance a specific project or to provide general and/or operating support for a specific period, any portion of the grant unexpended at the completion of the project or at the end of the period shall be repaid to the Endowment within 30 days unless the Endowment, in its sole discretion, shall otherwise specify in writing.

11. CANCELLATION OF GRANT. If the Grantee fails, within 30 days after notice from the Endowment, to perform any of its duties under the Agreement, the Endowment may at any subsequent time by notice to the Grantee postpone, cancel, or postpone and thereafter cancel payment of the undisbursed portion of the grant.

12. WITHDRAWAL OF GRANT. After entering into a Grant Agreement, it is possible that circumstances will arise which will persuade the Endowment that an unpaid grant should not be disbursed. If that should happen with respect to this grant, the Endowment acknowledges that the Grantee, nevertheless, would then be entitled to full reimbursement for expenses connected with the grant and already paid by the

Grantee or for which it became legally responsible before notification of the Endowment's decision. Accordingly, the Endowment may at any time, with or without cause, cancel the unpaid portion of this grant by notice to the Grantee. As soon as possible after such notice, the Grantee shall furnish a complete list of such expenses, and the Endowment thereupon shall pay to the Grantee an amount equal to the total of those expenses. After making such payment, the Endowment shall have no further obligation to the Grantee, its officers, agents or representatives.

13. COUNSELING. Occasionally the Endowment makes available to a Grantee counseling or other assistance from a member of the Endowment's staff or from one of its consultants. In every case, the Grantee is entirely free to decline or avail itself of this assistance and to accept or disregard in whole or part the recommendations offered. Neither the Endowment nor the person offering assistance to the Grantee shall have any liability to the Grantee, its officers, agents or representatives because of reliance on such assistance or adoption of such recommendations.

14. PUBLICITY. If the Grantee wishes to issue a news release concerning this grant, the text of the proposed release must be submitted to the Endowment for review prior to the release date. No release shall be made without the Endowment's approval.

15. ADDITIONAL SUPPORT. By making this grant, the Endowment assumes no obligation to provide other or future support for the Grantee.

16. NOTICES. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Endowment:
Lilly Endowment Inc.
Attention: Treasurer's Office
Post Office Box 88068
Indianapolis, Indiana 46208-0068

To the Grantee:
As provided on the first page of this Agreement unless otherwise specified here by the Grantee:

_____

_____

_____

_____

17. WAIVER. No waiver of any right under this Agreement shall be effective unless set forth in a notice from the party possessing such right to the other party, and the exercise by either party of any right or remedy under this Agreement shall not thereafter prevent that party from exercising any other right or remedy.

18. INDIANA LAW. The law of the State of Indiana exclusively shall govern and apply to all legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this Agreement, and under no circumstance shall reference be made to the law of any other jurisdiction for any purpose. This Agreement shall be deemed to be entered into and formed in Indiana and shall become effective when (i) the Endowment receives a copy of this instrument bearing the Grantee's acceptance at the Endowment's offices in Indianapolis, Indiana and (ii) in the case of a grantee that is headquartered outside the State of Indiana, the Endowment countersigns the Agreement at its offices in Indianapolis, Indiana. All legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this agreement, shall be heard exclusively in

the state or federal courts with subject matter jurisdiction sitting in Indiana. By execution of this Agreement, the Grantee submits to the personal jurisdiction and venue of such courts for such purposes.

19. SPECIAL CONDITIONS. The Grantee accepts and agrees to comply with the Special Conditions, if any, attached to this Agreement.

This proposal to enter into the foregoing Agreement was executed by Lilly Endowment Inc., at Indianapolis, Indiana, on March 20, 2014.

Lilly Endowment Inc.

By _____
Ace Yakey

Title Vice President, Community Development

GRANTEE'S ACCEPTANCE

The Grantee accepts the above-described grant on the terms and conditions set forth in the foregoing Agreement and agrees to perform the responsibilities imposed on it under the Agreement. Executed by the Grantee at Fairfax, VA on April 21, , 20 14
(City, State)

The George Mason University Foundation, Incorporated

By _____

Title PRESIDENT

COUNTERSIGNATURE AND EFFECTIVE DATE AND PLACE OF GRANT AGREEMENT

If the Grantee is headquartered outside of the State of Indiana, the Agreement must be countersigned by Lilly Endowment Inc. After signing the above, all copies of this Agreement must be returned to the Endowment; a countersigned original copy will be returned to the Grantee.

A copy of this Agreement, executed by the Grantee, was received and countersigned by the Endowment and became effective at its office in Indianapolis, Indiana, on _____, 20____.

Lilly Endowment Inc.

By _____
Ace Yakey

Title Vice President, Community Development

LILLY ENDOWMENT INC.

SPECIAL CONDITIONS
TO
THE GEORGE MASON UNIVERSITY FOUNDATION, INCORPORATED

GRANT #2014 0014-000

Set forth below are Special Conditions applicable to the above-numbered grant described in the Agreement between Lilly Endowment Inc. and the Grantee identified in that Agreement:

1. Pursuant to Section 4945(d)(1) of the Internal Revenue Code of 1986 (the "Code"), Lilly Endowment Inc. (the "Endowment"), is prohibited from expending any of its funds "to carry on propaganda, or otherwise to attempt to influence legislation." The United States Department of the Treasury has issued regulations (the "Treasury Regulations") interpreting this prohibition. (See Treasury Regulations section 53.4945-2.) In order for the Endowment to comply with the provisions of Code section 4945(d)(1) and the Treasury Regulations, the Grantee represents, warrants and agrees as follows:

(a) The Endowment has not earmarked, within the meaning of Treasury Regulations section 53.4945-2(a)(5)(i), any part of the grants funds to be used to carry on propaganda or in an attempt to influence legislation.

(b) The Grantee will submit to the Endowment complete and accurate budget information with respect to the grant.

(c) The amount of the grant, together with other grants made by the Endowment and all other private foundations to the Grantee, used for any project in the same year, does not exceed the amount budgeted by the Grantee, for the year of the grant, for activities of such project that are not the carrying on of propaganda or attempts to influence legislation. (See Treasury Regulations section 53.4945-2(a)(6)(ii)(B).)

(d) No part of the grant funds will be used to carry on propaganda or in an attempt to influence legislation.

(e) The Grantee shall pay to the Endowment, upon demand, an amount equal to the amount of the grant funds expended by the Grantee in violation or breach of any of the terms or conditions of this Special Condition 1.

FINANCIAL REPORT FORMAT

*When Grant is Funding a **Portion** of Project Budget Expenses*
Example

Name of Grantee
Grant #0000 0000 000
(Specify reporting period)

Budget Categories	Total Project Budget	--------Expenditures-------- For Period (dates)	Cumulative	Budget Less Cumulative
INCOME:				
Lilly Endowment Grant	$	$	$	$
Other Funding Sources				
TOTAL INCOME	$	$	$	$
EXPENSES:				
(Please list items from approved grant budget.)	$	$	$	$
TOTALS EXPENSES	$	$	$	$
CURRENT CASH BALANCE			$	
Lilly Endowment Grant Funds Cash Balance			$	

(Name)
Project Director

(Name)
Finance: V.P./Controller

Note: Please include any additional information you feel is helpful to Lilly Endowment Inc. in reviewing this report.

(SEE INSTRUCTIONS ON OTHER SIDE)

LILLY ENDOWMENT + INC +

A private, family foundation since 1937

PROPOSAL TO ENTER INTO GRANT AGREEMENT

Lilly Endowment Inc., is pleased to propose the grant described below, subject to the following General Conditions and Special Conditions:

ARTICLE I
DESCRIPTION OF GRANT

Grantee (name and address):	The George Mason University Foundation, Incorporated School of Law 3301 Fairfax Drive, MS 163 Arlington, VA 22201 ATTN: Henry N. Butler, J.D., Ph.D.
Grant Number:	2014 0014-000 *
Amount of Grant:	$100,000
Grant Period:	July 1, 2014 - June 30, 2015
Purpose of the Grant:	Law and Economics Center judicial education programs

Tentative payment schedule:
$100,000 - July, 2014

REPORTING SCHEDULE

Period Covered	Program Reports Due Date	Financial Reports Due Date
07/01/2014 - 06/30/2015	July 31, 2015	July 31, 2015

* Please refer to this Grant Number when making inquiries or reporting on this grant.

2801 North Meridian Street
Post Office Box 88068
Indianapolis, IN 46208-0068

ARTICLE II
GENERAL CONDITIONS

The Grantee accepts and agrees to comply with the following General Conditions:

1. PURPOSE. The grant shall be used solely for the purpose specified in Article I of this Grant Agreement (the "Agreement") and shall be so designated on the Grantee's records.

2. PROGRAM MONITORING AND EVALUATION. The Endowment may, at its expense, monitor and conduct an evaluation of operations under this grant, which may include visits by representatives of the Endowment to observe the Grantee's procedures and operations in connection with this grant and to discuss the grant with the Grantee's personnel.

3. ACCOUNTING RECORD REQUIREMENTS AND FINANCIAL REVIEW. The method of recording receipts and disbursements related to this grant on the accounting records of the Grantee is outlined in Article II, Section 4, below. Vouchers consisting of bills, invoices, cancelled checks, receipts, etc., which document the disbursement of funds for this grant, shall be retained by the Grantee for at least two years after final disbursement of the grant and may be examined by Endowment representatives on reasonable notice during regular business hours. Copies of such documents shall be furnished to the Endowment at its request and expense. The Endowment may, at its expense and on reasonable notice to the Grantee, inspect, audit, or copy the Grantee's records pertaining to this grant.

4. ACCOUNTING AND FINANCIAL REQUIREMENTS.

a. If the purpose of this grant is for general and/or operating support, no special requirements are specified for the method of recording receipts and disbursements on the accounting records of the Grantee for this grant.

b. If the purpose of this grant is to support a project (any purpose other than for general and/or operating support), the use of grant funds is restricted solely to the purpose of the grant and should be so designated on Grantee accounting and financial records. Under no circumstances may grant funds be expended, borrowed (inter-fund), pledged or transferred for reasons unassociated with the stated purpose of this grant. For purposes of controlling and reporting on the receipt and disbursement of grant funds, Grantee accounting records should be structured so that such transactions are easily and readily identifiable.

5. BUDGET. If there is a budget for this grant, it has been attached. The Grantee may reallocate budgeted items up to the lesser of $1,000 or 10% of individual line item amounts, provided that prior written notice is given to the Endowment. Changes in the budget in excess of the foregoing mentioned limits may not be made without prior written approval of the Endowment.

6. PAYMENT SCHEDULE. The schedule of grant payments is a preliminary estimate of the timing and amount of cash remittances to the Grantee that will meet satisfactorily the requirements of the grant. The Endowment, however, on its own initiative or at the request of the Grantee, may modify scheduled dates and payment amounts and will so notify the Grantee when and if such changes seem to be indicated. If there are matching or other conditions related to this grant (as noted under Special Conditions, Article II, Section 19), the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which the conditions are satisfied in accordance with this Agreement, unless the Special Conditions expressly provide otherwise.

7. SELECTION OF RECIPIENTS. The Grantee shall have the exclusive right to select the individuals to whom and the organizations to which grant funds shall be paid. This provision shall prevail over all other provisions of this Agreement. Under Special Conditions the Endowment may provide that the Grantee in the exercise of its right of selection shall observe certain criteria, such as the independence of project evaluators; educational or other qualifications of persons who will perform certain duties in connection with this grant; and characteristics of organizations which shall be relied upon to achieve the charitable purposes of this grant. In all cases, these criteria are intended to maximize the charitable benefits to be derived from this grant, shall be construed and applied to achieve that result, and are not intended to identify or cause the Grantee to select any particular individual or organization. The Endowment disclaims participation in the above described selection process.

8. REPORTING. In accordance with the schedule on page 1, the Grantee shall furnish to the Endowment written reports on both the progress of the program and the financial management of the grant. The format of the financial reports must be consistent with that of the attached budget, if any, and show a comparison of actual to budgeted expenditures. A financial report form may be supplied to the Grantee by the Endowment. If this form is supplied by the Endowment, it should be used by the Grantee in the preparation and submission of its financial reports.

If accurate and complete financial and program reports are not furnished to the Endowment on or before the dates reflected in the schedule on page 1 and the Endowment agrees to an extension of such dates, the Endowment will not be required to disburse related payments until the end of the fourth full calendar quarter after the quarter in which such delinquent reports are furnished, unless the Special Conditions expressly provide otherwise.

The Grantee shall furnish a copy of its annual financial statements to the Treasurer's Office of the Endowment for each year which is included partially or wholly within the grant period, or as otherwise specified in the Special Conditions section of this Agreement. These statements should include a balance sheet, income and expense statement, and any footnotes or supporting schedules that will permit a satisfactory determination of the financial condition of the Grantee.

9. EXEMPT AND FOUNDATION STATUS. The Grantee has furnished information to the Endowment respecting the Grantee's status under Internal Revenue Code "Code" sections 170(b)(1)(A), 501(c) and 509(a). In addition, the Grantee represents that it is not an organization described in Code section 4942(g)(4)(A) (which describes certain Type III supporting organizations, certain controlled entities, and other restricted organizations identified by the Secretary of the Treasury). The Grantee shall give immediate notice to the Endowment of every change in the Grantee's status. In the event of a change in such status, the Endowment may postpone disbursement of or cancel the unpaid portion of the grant.

10. REVERSION OF GRANT. If the purpose of this grant is to finance a specific project or to provide general and/or operating support for a specific period, any portion of the grant unexpended at the completion of the project or at the end of the period shall be repaid to the Endowment within 30 days unless the Endowment, in its sole discretion, shall otherwise specify in writing.

11. CANCELLATION OF GRANT. If the Grantee fails, within 30 days after notice from the Endowment, to perform any of its duties under the Agreement, the Endowment may at any subsequent time by notice to the Grantee postpone, cancel, or postpone and thereafter cancel payment of the undisbursed portion of the grant.

12. WITHDRAWAL OF GRANT. After entering into a Grant Agreement, it is possible that circumstances will arise which will persuade the Endowment that an unpaid grant should not be disbursed. If that should happen with respect to this grant, the Endowment acknowledges that the Grantee, nevertheless, would then be entitled to full reimbursement for expenses connected with the grant and already paid by the

Grantee or for which it became legally responsible before notification of the Endowment's decision. Accordingly, the Endowment may at any time, with or without cause, cancel the unpaid portion of this grant by notice to the Grantee. As soon as possible after such notice, the Grantee shall furnish a complete list of such expenses, and the Endowment thereupon shall pay to the Grantee an amount equal to the total of those expenses. After making such payment, the Endowment shall have no further obligation to the Grantee, its officers, agents or representatives.

13. COUNSELING. Occasionally the Endowment makes available to a Grantee counseling or other assistance from a member of the Endowment's staff or from one of its consultants. In every case, the Grantee is entirely free to decline or avail itself of this assistance and to accept or disregard in whole or part the recommendations offered. Neither the Endowment nor the person offering assistance to the Grantee shall have any liability to the Grantee, its officers, agents or representatives because of reliance on such assistance or adoption of such recommendations.

14. PUBLICITY. If the Grantee wishes to issue a news release concerning this grant, the text of the proposed release must be submitted to the Endowment for review prior to the release date. No release shall be made without the Endowment's approval.

15. ADDITIONAL SUPPORT. By making this grant, the Endowment assumes no obligation to provide other or future support for the Grantee.

16. NOTICES. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Endowment:
Lilly Endowment Inc.
Attention: Treasurer's Office
Post Office Box 88068
Indianapolis, Indiana 46208-0068

To the Grantee:
As provided on the first page of this Agreement unless otherwise specified here by the Grantee:

_____

_____

_____

_____

17. WAIVER. No waiver of any right under this Agreement shall be effective unless set forth in a notice from the party possessing such right to the other party, and the exercise by either party of any right or remedy under this Agreement shall not thereafter prevent that party from exercising any other right or remedy.

18. INDIANA LAW. The law of the State of Indiana exclusively shall govern and apply to all legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this Agreement, and under no circumstance shall reference be made to the law of any other jurisdiction for any purpose. This Agreement shall be deemed to be entered into and formed in Indiana and shall become effective when (i) the Endowment receives a copy of this instrument bearing the Grantee's acceptance at the Endowment's offices in Indianapolis, Indiana and (ii) in the case of a grantee that is headquartered outside the State of Indiana, the Endowment countersigns the Agreement at its offices in Indianapolis, Indiana. All legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this agreement, shall be heard exclusively in

the state or federal courts with subject matter jurisdiction sitting in Indiana. By execution of this Agreement, the Grantee submits to the personal jurisdiction and venue of such courts for such purposes.

19. SPECIAL CONDITIONS. The Grantee accepts and agrees to comply with the Special Conditions, if any, attached to this Agreement.

This proposal to enter into the foregoing Agreement was executed by Lilly Endowment Inc., at Indianapolis, Indiana, on March 20, 2014.

Lilly Endowment Inc.

By Ace Yakey
Ace Yakey

Title Vice President, Community Development

GRANTEE'S ACCEPTANCE

The Grantee accepts the above-described grant on the terms and conditions set forth in the foregoing Agreement and agrees to perform the responsibilities imposed on it under the Agreement. Executed by the Grantee at Fairfax, VA (City, State) on April 21, 2014.

The George Mason University Foundation, Incorporated

By Janet Bingham

Title PRESIDENT

COUNTERSIGNATURE AND EFFECTIVE DATE AND PLACE OF GRANT AGREEMENT

If the Grantee is headquartered outside of the State of Indiana, the Agreement must be countersigned by Lilly Endowment Inc. After signing the above, all copies of this Agreement must be returned to the Endowment; a countersigned original copy will be returned to the Grantee.

A copy of this Agreement, executed by the Grantee, was received and countersigned by the Endowment and became effective at its office in Indianapolis, Indiana, on _____, 20____.

Lilly Endowment Inc.

By _____
Ace Yakey

Title Vice President, Community Development

LILLY ENDOWMENT INC.

SPECIAL CONDITIONS
TO
THE GEORGE MASON UNIVERSITY FOUNDATION, INCORPORATED

GRANT #2014 0014-000

Set forth below are Special Conditions applicable to the above-numbered grant described in the Agreement between Lilly Endowment Inc. and the Grantee identified in that Agreement:

1. Pursuant to Section 4945(d)(1) of the Internal Revenue Code of 1986 (the "Code"), Lilly Endowment Inc. (the "Endowment"), is prohibited from expending any of its funds "to carry on propaganda, or otherwise to attempt to influence legislation." The United States Department of the Treasury has issued regulations (the "Treasury Regulations") interpreting this prohibition. (See Treasury Regulations section 53.4945-2.) In order for the Endowment to comply with the provisions of Code section 4945(d)(1) and the Treasury Regulations, the Grantee represents, warrants and agrees as follows:

(a) The Endowment has not earmarked, within the meaning of Treasury Regulations section 53.4945-2(a)(5)(i), any part of the grants funds to be used to carry on propaganda or in an attempt to influence legislation.

(b) The Grantee will submit to the Endowment complete and accurate budget information with respect to the grant.

(c) The amount of the grant, together with other grants made by the Endowment and all other private foundations to the Grantee, used for any project in the same year, does not exceed the amount budgeted by the Grantee, for the year of the grant, for activities of such project that are not the carrying on of propaganda or attempts to influence legislation. (See Treasury Regulations section 53.4945-2(a)(6)(ii)(B).)

(d) No part of the grant funds will be used to carry on propaganda or in an attempt to influence legislation.

(e) The Grantee shall pay to the Endowment, upon demand, an amount equal to the amount of the grant funds expended by the Grantee in violation or breach of any of the terms or conditions of this Special Condition 1.

MEMORANDUM OF UNDERSTANDING
FOR THE
ROBERT A. LEVY ENDOWED FELLOWSHIPS IN LAW & LIBERTY

This Memorandum of Understanding made and entered into on April 26, 1995, between Robert A. Levy (donor) and the George Mason University Foundation, Inc. (Foundation) constitutes an agreement regarding the establishment and use of the Robert A. Levy Endowed Fellowships in Law & Liberty (Levy Endowment) in the George Mason University School of Law. The donor is providing an initial gift of $334,000 to establish the Levy Endowment with the intent of providing an additional $666,000 over the next two years.

It is the intent of the donor that the Levy Endowment be established as a true endowment with only the income being distributed and used for the sole and specific purpose of generating student financial assistance for the George Mason University School of Law and meet the requirements of the Virginia Graduate and Undergraduate Assistance Program.

Recipients of the Levy Endowment will be named Robert A. Levy Fellows in Law & Liberty. Advanced notice of any matters related to publicizing the fellowships, recruiting candidates, and establishing criteria for recipients will be provided to the donor. In addition, the donor is to be informed of all involvements that reasonably might affect his willingness to continue sponsorship of this project.

It is the donor's understanding that the current annual income of 5% of the endowment will be combined with an additional annual 10% of the gift value from the George Mason University. Best efforts will be made to obtain tuition waivers and state matching funds from the Virginia Graduate and Undergraduate Assistance Program. The Levy Endowment will be maintained and managed by the Foundation in accordance with its endowment policy.

If the Law and Economics Program ceases to exist or other provisions of this agreement are not met or funding is not sufficient to sustain six fellowships on an ongoing basis, then the donor may direct the endowment to another purpose or another 501(c)(3) organization.

Donor

President, GMU Foundation, Inc.

[redacted]

070077A

March 29, 2011

Professor Dan Polsby
Dean
George Mason University School of Law
3301 Fairfax Drive
Arlington, VA 22201

Dear Dan:

On behalf of the board, I am pleased to inform you that the [redacted] has awarded George Mason University School of Law a grant of $215,000 over two years to support the Supreme Court Law Clinic, under the direction of Tom McCarthy and Will Consovoy.

The grant will be paid in two annual installments: $100,000 to be paid in July 2011 and $115,000 to be paid in July 2012. You had requested three years of funding, but the board felt that two years of activity will generate a sufficient record with which everyone involved can evaluate the program's accomplishments. The payment of the second installment of the grant will be contingent upon our receipt of a report indicating satisfactory productivity during the clinic's initial year.

The board is pleased to be able to help advance this project at the George Mason University School of Law. Please don't hesitate to be in touch if you have questions about the trustees' decision or the terms of this grant.

Sincerely,

[redacted]

[redacted]

[redacted]

0700778

July 31, 2015

Dean Henry Butler
George Mason School of Law
3301 Fairfax Drive
Arlington, VA 22201

Dear Henry:

On behalf of the board, I am pleased to inform you that the [redacted] has awarded the George Mason University School of Law a grant of $400,000 over two years in support of the Supreme Court Law Clinic, under the direction of Will Consovoy and Tom McCarthy. The grant will be paid in two annual installments of $200,000 each. The first installment is enclosed.

We are delighted the foundation is able to support this initiative. While we don't have regimented reporting requirements, we do ask that you keep us updated on the Clinic's activities, letting us know about any notable developments along the way. Payment of the second $200,000 installment will be made in July of 2016, pending receipt of a satisfactory progress report. Once the work under the grant is complete, we ask for a final report that includes a description of the work, what it has accomplished, and any influence it has had on both the students participating in the clinic and the policy process. We also ask for a financial accounting of how the funds have been expended. In evaluating grants, we take into account the quality of the work the foundation has backed as well as the impact it has achieved.

The funds in this grant must be used solely to support George Mason University's charitable and educational purposes, and none of the funds in this grant may be used to attempt to influence legislation or intervene on behalf of or against a candidate for public office.

As a matter of policy, the [redacted] does not pay unspecified overhead on its grants to universities. We also expect our communications with the University to be treated confidentially.

Please don't hesitate to be in touch if you have any questions about the terms of the grant. In the meantime, the board joins me in wishing the Clinic continued success.

Sincerely,

[redacted]

Enc.: Check

[redacted]

subj file:
070081

George Mason University Foundation, Inc.

GIFT AGREEMENT SUPPORTING THE
Center for the Protection of Intellectual Property

PARTIES

This confidential Agreement is by and between, Acacia Research Group LLC hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to establish a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to support the Center for the Protection of Intellectual Property (CPIP) at George Mason University School of Law Fund, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of this gift is to provide funding to the Center for the Protection of Intellectual Property at George Mason University School of Law (CPIP).

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements, reporting and daily operational matters, DONOR shall be represented by:

   Marvin Key
   Chief Executive Officer
   Acacia Research Group LLC
   2400 Dallas Parkway, Suite 200
   Plano, TX 75093

2. For UNIVERSITY-wide recognition opportunities, the DONOR, subject to paragraph 3 below, wishes to be recognized in the following manner:

   Acacia Research Group LLC

3. Should the DONOR wish to be recognized, or the UNIVERSITY wish to recognize DONOR, for this gift, or engage in additional publicity and marketing, it must be approved in writing in advance by both the DONOR and the UNIVERSITY.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and December 31, 2013 totaling $100,000. Should the DONOR wish to make additional contributions to support the objective of the FUND, future contributions may be directed to the FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $100,000 pledge according to the following payment schedule:

   Payment 1 $100,000 on or before December 31, 2013

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of six percent (6%). This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement shall be binding upon the DONOR and its successors and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

7. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

8. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

9. All UNIVERSITY researchers conducting CPIP research shall adhere to customary university research ethics guidelines, including, without limitation, conveying valid information and reporting findings accurately, conducting research responsibly and prohibiting misconduct such as fabrication, falsification or plagiarism. Insofar as there are applicable local, state, federal laws and regulations that apply to research conducted by UNIVERSITY members involved in CPIP, they shall conduct themselves in compliance with such laws and regulations.

10. Except as otherwise set forth herein or agreed to by the parties, neither the UNIVERSITY nor CPIP is granted the right to use any trademark, service mark, trade name, or other intellectual property used or owned by DONOR or its member companies by virtue of this Agreement.

11. CPIP will provide status updates and summaries of activities to date as requested by DONOR.

12. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

13. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 28th day of October, 2013.

By: _____

Printed Name: Marvin Key
Title: Chief Executive Officer
Acacia Research Group LLC

By: _____
David A. Roe
Executive Director of Administration and COO,
George Mason University Foundation, Inc.

By: _____
Daniel Polsby
Dean, School of Law
George Mason University

By: _____
Jim Laychak
Associate Vice President, George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President, George Mason University

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy: Daniel Polsby, Dean, School of Law

[redacted]

1070961

[redacted]SOP ON GLOBAL DONATIONS, OTHER CONTRIBUTIONS & SPONSORSHIPS

GLOBAL DONATION / OTHER CONTRIBUTION AGREEMENT

[redacted] is pleased to inform you that a donation to your organization (the "Grantee") has been proposed, subject to [redacted] compliance review and approval of the proposed donation and your execution and return of this [redacted] ("Agreement"). This donation will be made for the purpose set forth below and on the terms and conditions of this Agreement.

If this Agreement is acceptable, an authorized representative of the Grantee should sign and return an original copy of this Agreement to the [redacted] proposing the donation ("Grantor").

Name of Grantor ([redacted]):

Patent Business [redacted]

Address of Grantor ([redacted]):

[redacted]

[redacted] **Employee Contact:**

[redacted]

Name of Charitable Organization (Grantee):

George Mason University Foundation

Contribution Purpose:

Center for the Protection of Intellectual Property, Antonin Scalia Law School, George Mason University

[redacted]

Amount of Contribution: 35,000 **Currency:** USD

Start and end date of the contribution activity: 01.01.2018 - 31.12.2018

[redacted]

The following terms and conditions govern this contribution:

1. Grantee will use the contribution only for the purpose specified above. If any portion of the contribution is used for any other purpose, Grantee will promptly correct the error. Otherwise, Grantee will be required to return the entire contribution amount to [redacted] upon demand.

2. Grantee will not use any portion of the contribution, directly or indirectly:

    - to influence any government official(s), or any others, with corrupt intent;
    - to influence legislation;
    - to influence the outcome of any specific election for candidates to public office or to carry on any voter registration drive;
    - to induce or encourage violations of law, human or civil rights or public policy or to cause any improper private benefit to occur;
    - to make any contribution to an individual, other than as a part of Grantee's charitable activities; or
    - to undertake any activity not in support of the contribution purpose.

3. Grantee is required to disclose to [redacted] in the information supplied with the contribution application situations where any director, officer or key employee is:

    - An officer or employee, regardless of rank, of any national, provincial, regional or local government agency or department (whether domestic or foreign), including but not limited to educational institutions, healthcare

[redacted]

facilities, police agencies, military entities, customs officials, local tax officials, issuers of government permits, approvals or licenses and immigration officials.

- A political candidate or a political party or any officer or employee of a political party.
- An officer or employee of a public (quasi-governmental) international organization (such as the United Nations, World Bank, International Monetary Fund, International Olympic Committee, or African Union.)

4. Grantee certifies that it operates in compliance with the laws of the country or countries in which it is registered and/or operates, and that this contribution would not constitute a payment or gift of anything of value to a government official, official of a political party or candidate for political office or a commercial customer.

5. Grantee certifies that none of the proposed contribution funds will be used to provide any direct business benefit or privilege to [redacted] or any of its subsidiaries, or any of their employees or any employee's family member, or to any staff member, board member or donor to the Grantee.

[redacted]

6. Grantee organization acknowledges that it is a non-profit organization qualified for tax exemption under the rules of the country of incorporation. For example, in the United States, a 501(c)(3) non-profit organization.

7. Grantee will not use any portion of the contribution funds to support or promote violence, terrorist activity or related training of any kind, either directly or indirectly (including through support of other organizations or persons engaged in such activity).

8. [redacted] has a Non-Discrimination Policy as contained in its Code of Conduct in alignment with the policy of [redacted](the "Corporation"). Projects or programs funded by the Corporation or any of its Foundation's charitable giving programs must comply with the policy. The policy is as follows:

   > [redacted] *does not discriminate on the basis of race, religion, color, creed, gender, sexual orientation, gender identity, national origin, marital status or physical or mental disability.*

   Grantee certifies on behalf of Grantee and any organization(s) acting as a fiscal conduit for Grantee that it will comply with this Non-Discrimination Policy and will not use any portion of the contribution funds to discriminate.

9. Grantee will not use any portion of the contribution funds to support any religion or specific religious belief or viewpoint.

[redacted]

☐ AGREED AND ACCEPTED ALL OF ABOVE

Name of Charitable Organization (Grantee) George Mason University Foundation, Inc.	Federal Identification Number (if applicable) 54-1603842
Address (street, town, country) 4400 University Drive, MSN 1A3, Fairfax, VA 22030	
Authorizer's Name (please print) Janet Bingham	Title (Must be Officer level): President
Authorized Signature Susan Lee for Janet Bingham	Date: 12-13-2017

070097A

QUALCOMM

December 1, 2017

Henry N. Butler
Dean, George Mason University
School of Law
3301 N Fairfax Drive
Arlington, VA 22201

Re: Grant Agreement with the Global Antitrust Institute of George Mason University School of Law for additional 2015 & 2016 support

Dear Dean Butler:

Qualcomm Incorporated ("Qualcomm") is pleased to be supporting the Global Antitrust Institute ("GAI") of the Law and Economics Center at the George Mason University School of Law, in support of its general mission and programs described below. This letter sets forth the terms and conditions of our grant, and your countersignature will evidence GAI and Qualcomm's mutual agreement regarding the grant.

Lead Contact. The contact information for the person responsible for GAI's general mission and programs, as described below is:

Professor Joshua Wright
Executive Director
Global Antitrust Institute
George Mason University School of Law
3301 N Fairfax Drive
Arlington, VA 22201
Email: jwrightg@gmu.edu
Phone: 224-330-0540

Programs Supported by the Grant. Qualcomm agrees to provide an expendable grant to GAI in support of General Mission and Programs, as generally described in Exhibit A. GAI's programs will be conducted under the supervision of Professor Joshua Wright, Executive Director of GAI.

Grant Amount. Qualcomm agrees to provide a grant in the total amount of $2,893,800 USD for academic years 2017-18, 2018-19 and 2019-20 to be paid subject to annual review and approval by Qualcomm, in equal installments of installments of $964,000 USD. The amounts paid shall be used by GAI to continue its general mission and programs, as set forth in the table below.

[illegible]	2017-18	2018-19	2019-20
General Operating Support	$70,000	$70,000	$70,000
Economics Institutes Program	$520,000	$520,000	$520,000
Competition Advocacy Program	$320,000	$320,000	$320,000
GMU Foundation Fee	$54,600	$54,600	$54,600
Total	***$964,600***	***$964,600***	***$964,600***

Billing. GAI is to invoice Qualcomm on an annual basis for each installment. Qualcomm will, upon approval of each of GAI's invoices and review of annual accomplishments, make payment to GAI, within 60 (sixty) days of such approval. The invoice shall be addressed to:

Isabel D. Wallace
Qualcomm Incorporated
5775 Morehouse Drive
San Diego, CA 92121
Phone: (858) 651-6111
Email: isabelw@Qualcomm.com

Additional Programs. Should Qualcomm and GAI agree to additional programs unrelated to those Programs described herein, an additional grant letter may be requested. In the event a new grant letter is not requested, the terms of this letter will apply to the additional programs

Publicity and Disclosure. GAI agrees that it shall not use Qualcomm's name or marks, or mention Qualcomm's name in any publicity or advertising unless prior written consent is granted by Qualcomm.

Termination. Any installment or other payment made by Qualcomm under this Agreement is nonrefundable. Qualcomm reserves the right, in its sole discretion, to terminate this Agreement at any time, including the obligation to make further payments for any periods for which payment has not already been provided to GAI.

Compliance with Anti-Corruption Law. GAI represents and warrants to Qualcomm that, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving Qualcomm, GAI, and everyone acting on its behalf, will comply with and will not violate any anti-corruption law or international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act, in connection with the activities performed under this Agreement. GAI represents and warrants to Qualcomm that GAI has not, and covenants and agrees that it will not, in connection with the transactions

contemplated by this Agreement or in connection with any other business transactions involving Qualcomm, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the parties that no payments or transfer of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business.

GAI represents and warrants it is not and will not be, and all directors, officers and key employees of the GAI and all members of their immediate families are not and will not be (i) a government official, (ii) an employee, agent or representative of a government entity, including any government owned or controlled entity, or (iii) a public or political official or a candidate for one. GAI also hereby represents and warrants to Qualcomm that no ownership interest, direct or indirect, in the GAI or in the contractual relationship established by this Agreement, is held or controlled by or for the benefit of any foreign political party, governmental official or government entity, and that it will notify Qualcomm in the event of a change in the foregoing.

GAI represents and warrants that no payment, gift, travel or hospitality shall be provided to anyone for any reason on behalf of or for the benefit of Qualcomm which is not pre-approved in writing by Qualcomm. GAI represents and warrants that all expenses (payments, gifts, meals, entertainment, travel, hospitality etc.) incurred on behalf of or for the benefit of Qualcomm must be properly and accurately recorded in GAI's books and records, including date, all recipient names and titles, affiliation(s), amount, location, and business purpose, all of which shall be maintained with supporting documentation and must be submitted to Qualcomm on an invoice if reimbursement for such expense is requested by GAI.

GAI represents and warrants that it holds any required registrations under the laws in each country it does business and by GAI executing this Agreement it has any necessary and valid, licenses, approvals, consents, permissions and authorizations from appropriate authorities to perform the Services. GAI agrees and undertakes that it shall at all times keep any such licenses, approvals, consents, permissions and authorizations valid and subsisting and provide copies thereof at the request of the Qualcomm.

GAI represents and warrants that Qualcomm shall have the right, from time to time, upon written notice to the GAI, to conduct an investigation and audit of the GAI's books, records and accounts to verify compliance with the provisions of this Agreement. GAI agrees to cooperate fully with such investigation, the scope, method, nature and duration of which shall be at the sole reasonable discretion of Qualcomm.

GAI agrees that should it learn or have reason to know of: (i) any payment, offer, or promise to make a payment or transfer of value to any individual for the purpose of obtaining or retaining business or securing any improper advantage for Qualcomm under this Agreement or otherwise, or (ii) any other development during the term of this Agreement that in any way makes inaccurate or incomplete the representations, warranties and certifications of GAI hereunder given or made as of the date hereof or at any time during the term of this Agreement, GAI will immediately advise Qualcomm's Office of General Counsel of such knowledge or suspicion and the basis therefore.

In the event that Qualcomm believes, in good faith, that GAI has acted in any way that may potentially subject Qualcomm to liability under the FCPA and/or other applicable anti-corruption laws and regulations, Qualcomm shall have the unilateral right, exercisable immediately upon written notice to GAI to terminate this Agreement.

Execute This Grant Agreement. Please review this letter, sign in the space provided below to evidence your agreement to the terms and conditions of the Grant Agreement and return to us as soon as possible.

If you have any questions or concerns, contact either Isabel D. Wallace or myself. We look forward to working with you.

Sincerely,

Mark Snyder IDW

Mark Snyder
Sr. Vice President, Patent Counsel

ACCEPTED:

By: Henry N. Butler by Alexandra Perez w/ express permission
Henry N. Butler, Dean
George Mason University School of Law

Date 12/1/2017

By: [signature]
Janet Bingham, PhD
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

Date: 12-01-2017

Exhibit A

GEORGE MASON UNIVERSITY

Antonin Scalia Law School

Hazel Hall
3301 Fairfax Drive, MS 1G3, Arlington, Virginia 22201
Phone: 703-993-8000; Fax: 703-993-8088

GLOBAL ANTITRUST INSTITUTE

November 7, 2017

Dear Qualcomm,

The Global Antitrust Institute (GAI) was founded in 2014 on the belief that competition enforcement officials and judges that better understand economics are more likely to make decisions that improve innovation, economic growth, and consumer welfare. GAI's mission is to promote the application of sound economic analysis to competition law and policy around the world through investment in economic education, competition advocacy, and research.

Qualcomm's financial support is critical to the mission of the GAI.

The GAI's General Mission and Programs. The GAI was created to promote the application of sound economic analysis to competition law and policy around the world through investment in economic education, competition advocacy, and research. GAI's mission is accomplished primarily through the following programs.

1) ***Economics Institutes (EI).*** The GAI offers week-long, intensive economic and legal education programs for foreign judges and competition enforcers, which are designed to provide the economic foundations for competition law analysis. The GAI conducts two to four Economics Institutes per year.

2) ***Advanced Economics Institutes (AEI).*** The GAI offers advanced economic and legal education programs for foreign judges and competition enforcers. Our Advanced Institutes are designed to provide a more in-depth program focused upon a specific subset of areas within competition law and policy – e.g. Multi-Sided Markets and Platforms (including Standard Setting), Intellectual Property and Antitrust, and Due Process. The GAI will conduct one to two Advanced Economics Institutes per year.

3) ***Competition Advocacy Program (CAP).*** The GAI provides recommendations, in the form of written comments, to foreign competition enforcers on draft laws and guidelines, which are designed to facilitate the adoption of economically sound competition policies. These comments are often followed by subsequent informal engagement with foreign competition agencies or legislative bodies.

Grant Proposal. Qualcomm agrees to provide an expendable grant to the GAI in support of its general mission and programs, as set forth above. The GAI will continue its general mission and programs, as set forth above. The GAI's programs will be conducted under the supervision of University Professor Joshua D. Wright, Executive Director of the GAI and John M. Yun, Director of Economic Education of the GAI.

Grant Amount. Qualcomm agrees to provide a grant in the total amount of $2,893,800 USD for academic years 2017-18, 2018-19, and 2019-20, to be paid subject to annual review and approval by Qualcomm, in equal installments of $964,600 USD in each of 2017, 2018, and 2019. The amounts paid shall be used by the GAI as set forth in the table below unless otherwise agreed by the GAI and Qualcomm.

Description	2017-18	2018-19	2019-20
General Operating Support	$70,000	$70,000	$70,000
Economics Institutes Program	$520,000	$520,000	$520,000
Competition Advocacy Program	$320,000	$320,000	$320,000
GMU Foundation Fee	$54,600	$54,600	$54,600
Total	***$964,600***	***$964,600***	***$964,600***

Sincerely,



Joshua D. Wright

070100

THE WILLIAM AND FLORA HEWLETT FOUNDATION

Office of the President

October 23, 2017

Mr. Jamil N. Jaffer
Founder, National Security Institute
George Mason University Foundation
4400 University Drive MS 1A3
Fairfax, VA 22030

Reference: Grant #2017-6631

Dear Mr. Jaffer:

I am pleased to inform you that The William and Flora Hewlett Foundation (the "Foundation") has authorized a grant of $25,000 over six months to George Mason University Foundation ("Grantee") for support of the National Security Institute. The grant will be paid in one installment. This grant, with any income earned from investment of the grant funds, is for support of the National Security Institute.

In order for the Foundation to make payment, Grantee must accept the terms of the grant as set forth in the following paragraphs. The terms of this award letter constitute the entire agreement between the Foundation and the Grantee and supersede any prior oral or written understandings or communications between them. Please note that the Foundation reserves the right to cancel this grant if a signed copy of this Agreement is not received by the Foundation within 60 days of the date first written above.

Tax Status. Grantee represents that it is a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and that it is not a "private foundation" as defined in Code Section 509(a), or a "Type III" supporting organization as described in Code Section 509(a)(3)(C), (other than a "functionally integrated" Type III supporting organization as defined in Code Section 4943(f)(5)(B)).

Use of Grant Funds. Grantee agrees that the grant funds, with any income earned from the investment of the grant funds (together, "the grant funds"), will be used exclusively for charitable purposes as described in Section 501(c)(3) of the Internal Revenue Code, and only in support of the activities described in Grantee's proposal of September 20, 2017 and the budget attached thereto. Funds not used during the term of the grant (October 27, 2017 to April 27, 2018) must be returned to the Foundation unless an extension is approved at Grantee's request and in the Foundation's discretion.

Grantee agrees to repay to the Foundation any portion of the grant funds expended in violation of this Agreement.

Prohibited Use of Funds. Grantee agrees to not use any portion of the grant funds to any extent for any of the following:

a. To participate in any political campaign on behalf of or in opposition to any candidate for public office or to otherwise influence the outcome of any specific public election as described in Section 4945(d)(2) of the Internal Revenue Code; or
b. For any non-charitable purposes.

Limitations on Lobbying Activity. Grantee attests that the lobbying amount shown on the project budget is a good faith estimate of the lobbying expenses expected to be incurred in connection with the activities described in its proposal. Grantee represents that the amount of this grant, together with the amount of any other grants that Grantee has received from the Foundation for the same project for the same year does not exceed the amount of Grantee's budget for project activities that are not attempts to influence legislation.

Grantee acknowledges that the Foundation has not designated or earmarked any part of the grant funds for the carrying on of propaganda or attempting to influence legislation within the meaning of Internal Revenue Code Sections 501(h), 4945(d)(1) and 4945(e) and related regulations (these provisions include local, state, federal, and foreign legislation), and neither Grantee nor the Foundation has entered into any agreement, oral or written, to the contrary.

Please note that in the event Grantee uses any of the grant funds to influence governmental action in ways permissible under the Internal Revenue Code and the terms of this Agreement, Grantee may have lobby reporting or other disclosure requirements under the laws of a particular state or other jurisdiction; note further, that state law may include influencing state administrative agencies within the definition of lobbying. Grantee acknowledges that Grantee is solely responsible for complying with any and all applicable lobby reporting or other disclosures.

Special Limitations for Ballot Questions. The Foundation intends that the grant funds shall not be used to influence the qualification or passage of any ballot question or similar legislative decision put to voters. As an essential condition for receiving the grant funds, Grantee shall not use any portion of the grant funds in any manner that would cause the Foundation to be identified as funding reportable lobbying, or require the Foundation to register under any applicable state or local disclosure law, except as may otherwise be provided in this Agreement.

Human Subject Research. Safeguarding the rights and welfare of human subjects involved in research is principally the responsibility of the Grantee. However, while the Foundation does not micromanage or seek to interfere in the implementation of grants, Grantees conducting human subject research must have appropriate standards to ensure compliance

with generally accepted research ethics. If grant funds will be used in whole or in part for research involving human subjects, Grantee represents and warrants that it has such rules and review processes in place and that these rules and processes will be followed. (Such processes may include: obtaining and maintaining institutional review board (or a research ethics review committee) approval, and informed consent of participating research subjects.) Grantee agrees that any subgrant or subcontract awarded by Grantee in its performance of the activities under this grant shall include similar rules and processes in regards to human subject research.

Grantee Control of Funds. Grantee acknowledges that there is no agreement, oral or written, whereby the Foundation has designated or earmarked any part of the grant funds for any specific named organization or individual. Furthermore, Grantee retains full authority and control over the selection process of any re-grants contemplated under the proposal. Specifically, any re-grants will be approved by the Grantee's Board of Directors or its designee. The Foundation may not select re-grantees.

Reporting. Grantee agrees to submit a narrative and financial report on use of the grant funds during the grant period. Reports should be submitted according to the following schedule:

Reporting requirements	Due date
Final Reports	05/28/2018

For your convenience, please see "Reporting Requirements" enclosed with this letter for further instructions on preparing these reports. *Please use the grant reference number located on the first page of this letter in all reports and correspondence.*}

Grant Payment. The Foundation's disbursement of payments is contingent upon the Foundation's determination, in its sole discretion, that satisfactory performance of the grant purpose has occurred and is likely to continue to occur. Funding may be modified or discontinued, and any grant funds must be repaid, if at any time the Foundation determines that the conditions of this Agreement are not being met or that satisfactory performance has not occurred.

Payment will be made as follows, subject to the contingencies provided in this grant agreement letter:

Projected date	Amount	Contingency
Within 30 days of receipt of signed letter agreement	$25,000	Receipt of signed grant agreement letter

Grant payments will be made by wire transfer into the Grantee's bank account in accordance

with the instructions on the signed wire transfer form, which is incorporated herein by reference.

Compliance with Laws; Government Officials. Grantee represents and warrants to the Foundation that Grantee is legally authorized to enter into this Agreement and that Grantee has complied with and will continue to comply with all applicable local, state, federal and international laws or requirements, including laws governing contacts with government officials (e.g., anti-bribery laws such as the Foreign Corrupt Practices Act) and anti-terrorism laws and sanctions, in connection with the performance of the activities under this grant.

Grantee further represents and warrants, except as otherwise set forth in this Agreement, that there is no agreement, written or oral, between the Foundation and the Grantee whereby the Foundation may direct the activities of the Grantee, including, if applicable, causing the selection of any government official to attend or participate in any event or activity of the Grantee. The Grantee exercises control over that selection process and makes the selection completely independent of the Foundation. Grantee acknowledges that the Foundation is relying upon the representations made by the Grantee in this section in determining that there is no legal impediment to the Foundation's making a grant to the Grantee.

Anti-Terrorism. You will not use funds provided under this Grant Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with or related to parties on the List of Specially Designated Nationals (www.treasury.gov/sdn); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, North Korea, and the Crimea Region of Ukraine), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion. Further, you represent that Grantee is not the target of economic or trade sanctions, and Grantee will immediately inform the Foundation if Grantee becomes the target of economic or trade sanctions, including any ownership or control of Grantee by one or more persons on the List of Specially Designated Nationals.

Notification. Grantee agrees to notify the Foundation immediately of any organizational changes during the term of the grant, including, but not limited to, changes in key personnel and changes in tax status, and changes in the project timing or goals. Any such notification shall be provided in writing, which may be by electronic mail to the Program Officer or other Foundation representative responsible for overseeing this grant.

Evaluation. The Foundation may choose to conduct an evaluation of the effectiveness of this grant (the "Evaluation") either individually or as part of a broader Foundation strategy. Grantee agrees to cooperate in the Evaluation and provide such information to the Foundation or its representatives as necessary.

Grantee further agrees that the Foundation can disseminate to the public the results of the Evaluation, including any data created in connection with the Evaluation. In such cases, the Foundation may share the results of the Evaluation with the Grantee and may provide an opportunity for the Grantee to comment.

Grant Disclosure and Acknowledgement. The Foundation supports transparency and will disclose its grants as required by law and through its own digital content, principally its website (www.hewlett.org) and automated feeds to other data sources in the foundation sector. This data generally includes grantee name, grant amount, duration, award date and purpose. No additional permission from the Foundation is required for a grantee to share this information. The Foundation encourages, but does not require, grantees to include the Foundation in lists of funders and annual reports as a matter of transparency and accountability. Similarly, the Foundation encourages, but does not require, that Grantees that use our funds specifically for nonpartisan research and analysis should disclose us as a funder, as a matter of sound research practice. When it serves an organization's charitable goals and strategies, grantees are also welcome to acknowledge the Foundation's support in other ways. To ensure that the Foundation's grantmaking programs are portrayed accurately, any other use of the Foundation's brand, such as its name, logo or names of its staffers, in cases including but not limited to titles of programs, research reports, paid advertisements, press releases, in meeting materials and digital content, must be reviewed and preapproved by the Foundation. Grantees receiving project support should acknowledge Foundation support only in relation to the relevant project being funded. All requests for approval should be directed to the appropriate Communications Officer. (http://www.hewlett.org/communicating-about-your-grant/) The Communications Department endeavors to review and respond to requests within five business days.

Upon the expiration of this Agreement (including any Foundation-approved extensions) or the termination of this Agreement, or at the request of the Foundation at any time, Grantee shall immediately discontinue the use of the Foundation's name and logo in electronic materials and shall discontinue use within a reasonable period of time for printed materials. All uses beyond this period must be pre-approved in writing by the Foundation, which may be granted or withheld in the sole and absolute discretion of the Foundation.

Signature. Please have a corporate officer authorized to sign on behalf of the Grantee **sign and return** a copy of this grant agreement letter in its entirety to the Foundation to indicate the Grantee's acceptance of the terms of the grant. Grantee will return a signed copy of the entire grant agreement letter to the Foundation electronically by emailing a scanned copy to grantagreements@hewlett.org, which will ensure faster processing of your grant payment. Delivery of an executed signature page of this grant agreement by electronic mail in portable document format (PDF) will be effective as delivery of a manually-executed signature page of the grant agreement. Alternatively, Grantee may return an original signed copy of the grant agreement letter by mail to the Foundation's offices at 2121 Sand Hill Road, Menlo

Park, CA 94025, Attention: Grants Management. For grant agreement letters submitted by email, the Grantee agrees to provide the original signed copy to the Foundation at the Foundation's request. This grant agreement may be executed by Grantee and the Foundation in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement.

Foundation Contact. Should you have any questions related to this grant, please contact Eli Sugarman, Program Officer or Marlene Zapata, Program Associate for Initiatives. We are pleased to be able to assist you.

Sincerely,

Larry Kramer
President

LK
Enclosures
cc: Brenda Fortney
Jessica Jones, Program Manager

ACCEPTANCE: On behalf of George Mason University Foundation, I hereby accept and agree to be legally bound by the terms of the grant as set forth herein.

Date: 11-13-2017 *By:* _____ *Title:* CFO

080002

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 7th day of February, 1990 between Rita Carty, Dean, George Mason University School of Nursing, and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Center for Health Policy account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Center for Health Policy account are to be held in the George Mason University Foundation, Inc. The purpose of this account is to provide general funding for the operations of the Center.

Procedures

The Dean of the George Mason University School of Nursing will be the Project Director of this account in the George Mason University Foundation, Inc. All requests for disbursements from the Center for Health Policy account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director and the Executive Director of the George Mason University Foundation.

Rita Carty
Dean
George Mason University
School of Nursing

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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Mr. John C. Wood
Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

The Campaign for George Mason University

090001 A

Pledge Commitment For

School of Information Technology and Engineering

Department of Information Systems Security

To express my commitment to George Mason University and the School of IT&Engineering, I pledge $16,666 for three years for a total commitment of $50,000. The specific use of the funds will be at the Dean's discretion. The first $16,666 gift will be made before 1/15/04 (month, day, year) and subsequent gifts will be made annually in Jan (month).

Signature *Date* 8/8/03

Please make checks payable to the George Mason University Foundation and mail to:

Lloyd Griffiths
Dean
4400 University Drive
MS 4A3
Fairfax, VA 22030

1/15/04 - 16,666
1/15/05 - 16,666
1/15/06 - 16,668

pledge is from INTEGIC

Mason Hall, MSN 4A3
4400 University Drive
Fairfax, VA 22030-4444

T: 703.993.8850
F: 703.993.8851
E: campaign@gmu.edu
www.campaign.gmu.edu

Pledge Commitment For
The Campaign for George Mason University
School of Information Technology and Engineering

090001 r

To express my commitment to George Mason University and to support *The Campaign For George Mason University*, I pledge $25,000 to the School of IT&Engineering. The specific use of the funds will be at the Dean's discretion. The $25,000 gift will be made before June 30, 2002.
(Date)

Katherine K. Clark

Katherine K. Clark

May 30, 2002
Date

Please make checks payable to the **George Mason University Foundation, Inc.** or call 703-993-8850 to arrange a transfer of securities or payment by credit card. Charges may also be made on line at www.gmu.edu/development/givenow.html

090002

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 27th day of June, 1989, between Dr. Harry Van Trees, Director, Center for Excellence in Command, Control, Communications, and Intelligence, and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the C^3I Account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the C^3I Account are to be held in the George Mason University Foundation, Inc. The purpose of this account is to provide support for the Center for Excellence in Command, Control, Communications, and Intelligence.

Procedures

The Director of the Center for Excellence in Command, Control, Communications, and Intelligence will be the Project Director of this account in the George Mason University Foundation, Inc. All requests for disbursements from the C^3I Account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director and the Vice President for University Development at George Mason University.

Elizabeth C. Dahlin
Vice President for
University Development
George Mason University

Harry L. Van Trees
Dr. Harry Van Trees

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 323-2443

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Hon. Arthur W. Sinclair
Mr. Stanley E. Taylor
Dr. Lorin A. Thompson
Mr. C. Hunton Tiffany
Mr. James W. Todd

Mr. Carrington Williams
Mr. Earle C. Williams
Mr. John C. Wood
Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

subj file: 090117A

LETTER OF AGREEMENT

This Letter of Agreement (herein referred to as the Agreement) is concluded between:

The World Meteorological Organization (WMO), 7 bis Avenue de la Paix
Case Postale No. 2300, CH-1211 Geneva 2, Switzerland
(herein referred to as "WMO")

and

George Mason University Foundation, Inc.
University Hall Suite 5100, MSN 1A3
4400 University Drive
Fairfax, Virginia 22030
USA
(herein referred to as "Recipient Organization")

1. Purpose

Under the terms of this Agreement, it is hereby agreed that:

1.1 WMO will make available to the Recipient Organization an amount of **179,000 USD (One Hundred and Seventy Nine Thousand U.S. Dollars)** to support the Developing climate-related services for agriculture in Africa Project Component of the "Global Framework for Climate Services – Adaptation and Disaster Risk Reduction in Africa" programme funded by the Norwegian Ministry of Foreign Affairs (MFA). The overall project will last from 2012 to 2014, but this component will end by 30 June 2013 for which this transfer refers. This LoA is the first transfer of funds to GMU to assist with the development of the Project.

1.2 An agreement was signed on 9 December 2011 between the Norwegian MFA and WMO regarding financial assistance to the above programme (Annex 1). Based on the MOU signed between WMO and the George Mason University (GMU), it was agreed that GMU would collaborate on development and implementation of the WAMIS web server and pilot projects (Annex 2). A pilot project was identified at the Expert Meeting on National Early Warning System for Agricultural Weather Management held at George Mason University, USA in July 2011. It was agreed that pilot projects on developing soil moisture observations and products be explored in South Africa, Mozambique, and one country in East Africa (see Annex 3). GMU will provide assistance to WMO is developing these projects based on the Norwegian MFA funding.

1.3 The Recipient Organization will use the funds provided by WMO to support the "Developing climate-related services for agriculture in Africa" Project Component by the following activities:

a) Provide technical support for computing activities including modelling and webpage (15,000 USD)

b) Travel for two GMU staff to Stakeholder meetings in South Africa, Mozambique and other project countries (20,000 USD)

c) Office support, supplies, misc (6,000 USD)

d) Staff costs for research and develop potential products (one full-time researcher, two part-time researchers, one part-time project coordinator) (127,000 USD)

e) Any additional administrative costs which includes the Recipient organization's internal overhead of 6% (11,000 USD)

2. General conditions

2.1 Funds provided by WMO under this Agreement are to be used by the Recipient Organization exclusively in support of the African Soil Moisture Component of the "Developing Weather and Climate-related Services for Agriculture" project funded by the Norwegian Government.

2.2 WMO or the Recipient Organization shall have the right to terminate this Agreement, by written notice to this effect after the entry into force of the agreement, if it considers that completion of the Agreement is impossible or impractical:

(a) For unforeseen causes beyond the control of WMO or the Recipient Organization;

(b) In the event of a default or delay on the part of the Recipient Organization or WMO.

2.3 In the event of the Recipient Organization's non-compliance or partial compliance with the terms of this Agreement, it will refund to WMO any payment already received in respect of activities that have not been performed by the Recipient Organization.

2.4 WMO will not be held responsible for any accident, illness, loss or damage, which may occur during the organization of the event. Any personnel assigned by the Recipient Organization to the event under the present Agreement shall not be considered as staff members of WMO and shall not be entitled to any privilege, immunity, compensation or reimbursement by WMO. The Recipient Organization shall make its own necessary arrangements for medical and service incurred insurance as well as third party liability insurance coverage.

2.5 In the event of termination by WMO for unforeseen causes beyond its control, WMO shall complete all payments, which may be due up to the effective date of termination.

3. Reporting

3.1 The Recipient Organization shall submit to WMO a detailed statement of expenditure incurred in undertaking the activities in paragraph 1.3 above, as per annex 4 to this Agreement and certified to its correctness by the Head of Financial Services of the Recipient Organization, with originals or validated copies of supporting documents by 31 July 2013.

3.2 Should the actual expenditure incurred be less than the amount provided by WMO, the Recipient Organization shall reimburse the unspent funds to WMO by **31 July 2013**, to the following account:

Name of account holder:	World Meteorological Organization
Bank account number:	240-C0191516.1
Name of bank:	UBS SA
Address of bank:	Case Postale 2770 1211 Geneva 2, Switzerland
Bank Swift code:	UBSWCHZH12A
IBAN:	IBAN CH29 0024 0240 C019 1516 1

3.3 All matters regarding this Agreement shall be addressed to:

At WMO:

Dr Bruce Stewart
Director
Climate and Water Department
World Meteorological Organization
7 bis Avenue de la Paix
Case Postale No. 2300
CH-1211 Geneva 2, Switzerland
Telephone: +4122 7308330
Fax. +4122 7308042
E-mail: bstewart@wmo.int

At Recipient Organization:

David A. Roe, President
George Mason University Foundation, Inc.
4400 University Drive
Fairfax, VA 22030
Telephone: (703) 993 8738
Email: droe@gmu.edu

Susan Van Leunan, Controller
George Mason University Foundation, Inc.
4400 University Drive
Fairfax, VA 22030
Telephone: (703) 993 8702
Email: mvanleun@gmu.edu

4. Terms of Payment

4.1 The sum stipulated in paragraph 1.1 above represents the full amount to be paid by WMO for all services and activities to be provided by the Recipient Organization under this Agreement.

4.2 Upon signature of the Agreement, and subject to establishing that these is no overdue accounting by Recipient Organization for any funds received from WMO for financial support, WMO shall pay the above amount in the currency stipulated in paragraph 1.1 above and by bank transfer to the following account:

DATA OF BANK
Name of account holder: George Mason University Foundation Receipt Account
Bank account number: 004327-0733
ABA/Routing number: 056004445
Name of bank: United Bank
Address of bank: 11185 Main Street
Fairfax, VA 22030
Bank Phone: +1 703 219 4850
IBAN: Not Available
SWIFT Code: Not Available

Please note regarding funds from overseas. The bank, United Bank, is not an international bank, therefore it does not have a SWIFT Code. An overseas donor must direct their bank to send the funds to their bank's "corresponding US bank". That corresponding US bank will then wire the funds to the above referenced account.

5. Settlement of Disputes

5.1 Nothing contained in this Letter of Agreement shall be deemed a waiver of any of the privileges and immunities enjoyed by WMO.

6. Amendments

6.1 Any amendment to this Agreement shall be effected only on the basis of written mutual consent by the Parties.

7. Entry into Force

7.1 The present Agreement will enter into force upon signature by both Parties and will end on **31 July 2013.** The Agreement shall remain in force for such a period after **31 July 2013** as is necessary for all matters relating to any of its provisions to be settled.

7.2 The Recipient Organization shall sign two copies of this Agreement and return one to WMO.

Signed on behalf of the World Meteorological Organization:

Signature: _____
Mr Bruce Stewart, Director, Climate and Water Department

Date: 3/12/12

Signed on behalf of George Mason University Foundation, Inc.

Signature: _____
David Roe, President
George Mason University Foundation, Inc.

Date: 11/26/2012

subj file: 0901178

LETTER OF AGREEMENT

This Letter of Agreement (herein referred to as the Agreement) is concluded between:

The World Meteorological Organization (WMO), 7 bis Avenue de la Paix
Case Postale No. 2300, CH-1211 Geneva 2, Switzerland
(herein referred to as "WMO")

and

George Mason University Foundation, Inc.
University Hall Suite 5100, MSN 1A3
4400 University Drive
Fairfax, Virginia 22030
USA
(herein referred to as "Recipient Organization")

1. Purpose

Under the terms of this Agreement, it is hereby agreed that:

1.1 WMO will make available to the Recipient Organization an amount of **164,000 USD (One Hundred and Sixty Four Thousand U.S. Dollars)** to support the "Developing climate-related services for agriculture in Africa" Project Component of the "Global Framework for Climate Services – Adaptation and Disaster Risk Reduction in Africa" programme funded by the Norwegian Ministry of Foreign Affairs (MFA). The overall project will last from 2012 to 2015, but the LOA cover the period from 1 August 2013 to 30 March 2014 for which this transfer refers. This LoA is the second transfer of funds to GMU to assist with the development of the Project.

1.2 An agreement was signed on 9 December 2011 between the Norwegian MFA and WMO regarding financial assistance to the above programme (Annex 1). A MOU was signed between WMO and the George Mason University (GMU-see Annex 2). At the Expert Meeting on National Early Warning System for Agricultural Weather Management held at George Mason University, USA in July 2011, it was agreed that GMU would collaborate on development and implementation of a pilot project on developing soil moisture observations and products to be explored in South Africa, Mozambique, and one country in East Africa (see Annex 3). GMU will provide assistance to WMO is developing these projects based on the Norwegian MFA funding.

1.3 The Recipient Organization will use the funds provided by WMO to support the "Developing climate-related services for agriculture in Africa" Project Component by the following activities:

a) Travel for GMU staff to Stakeholder and project meetings in South Africa, Mozambique and other project countries (15,000 USD)

b) Office support, supplies, misc (5,000 USD)

c) Staff costs for research and develop potential products (one full-time researcher, one part-time researcher) (136,000 USD)

d) Any additional administrative costs which includes the Recipient organization's internal overhead of 6% (8,000 USD)

2. *General conditions*

2.1 Funds provided by WMO under this Agreement are to be used by the Recipient Organization exclusively in support of the African Soil Moisture Component of the "Developing Weather and Climate-related Services for Agriculture" project funded by the Norwegian Government.

2.2 WMO or the Recipient Organization shall have the right to terminate this Agreement, by written notice to this effect after the entry into force of the agreement, if it considers that completion of the Agreement is impossible or impractical:

(a) For unforeseen causes beyond the control of WMO or the Recipient Organization;

(b) In the event of a default or delay on the part of the Recipient Organization or WMO.

2.3 In the event of the Recipient Organization's non-compliance or partial compliance with the terms of this Agreement, it will refund to WMO any payment already received in respect of activities that have not been performed by the Recipient Organization.

2.4 WMO will not be held responsible for any accident, illness, loss or damage, which may occur during the organization of the event. Any personnel assigned by the Recipient Organization to the event under the present Agreement shall not be considered as staff members of WMO and shall not be entitled to any privilege, immunity, compensation or reimbursement by WMO. The Recipient Organization shall make its own necessary arrangements for medical and service incurred insurance as well as third party liability insurance coverage.

2.5 In the event of termination by WMO for unforeseen causes beyond its control, WMO shall complete all payments, which may be due up to the effective date of termination.

3. Reporting

3.1 The Recipient Organization shall submit to WMO a detailed statement of expenditure incurred in undertaking the activities in paragraph 1.3 above, as per annex 4 to be provided to this Agreement and certified to its correctness by the Head of Financial Services of the Recipient Organization, with originals or validated copies of supporting documents by 31 August 2014.

3.2 Should the actual expenditure incurred be less than the amount provided by WMO, the Recipient Organization shall reimburse the unspent funds to WMO by **31 August 2014**, to the following account:

Name of account holder:	World Meteorological Organization
Bank account number:	240-C0191516.1
Name of bank:	UBS SA
Address of bank:	Case Postale 2770 1211 Geneva 2, Switzerland
Bank Swift code:	UBSWCHZH12A
IBAN:	IBAN CH29 0024 0240 C019 1516 1

3.3 All matters regarding this Agreement shall be addressed to:

At WMO:

Dr Bruce Stewart
Director
Climate and Water Department
World Meteorological Organization
7 bis Avenue de la Paix
Case Postale No. 2300
CH-1211 Geneva 2, Switzerland
Telephone: +4122 7308330
Fax. +4122 7308042
E-mail: bstewart@wmo.int

At Recipient Organization:

David A. Roe, Executive Director of Administration
and Chief Operating Officer
George Mason University Foundation, Inc.
4400 University Drive MSN 1A3
Fairfax, VA 22030
Telephone: (703) 993 8738
Email: droe@gmu.edu

Susan Van Leunan, Controller
George Mason University Foundation, Inc.
4400 University Drive MSN 1A3
Fairfax, VA 22030
Telephone: (703) 993 8702
Email: mvanleun@gmu.edu

4. Terms of Payment

4.1 The sum stipulated in paragraph 1.1 above represents the full amount to be paid by WMO for all services and activities to be provided by the Recipient Organization under this Agreement.

4.2 Upon signature of the Agreement, and subject to establishing that these is no overdue accounting by Recipient Organization for any funds received from WMO for financial support, WMO shall pay the above amount in the currency stipulated in paragraph 1.1 above and by bank transfer to the following account:

DATA OF BANK
Name of account holder: George Mason University Foundation Receipt Account
Bank account number: 004327-0733
ABA/Routing number: 056004445
Name of bank: United Bank
Address of bank: 11185 Main Street
Fairfax, VA 22030
Bank Phone: +1 703 219 4850
IBAN: Not Available
SWIFT Code: Not Available

Please note regarding funds from overseas. The bank, United Bank, is not an international bank, therefore it does not have a SWIFT Code. An overseas donor must direct their bank to

send the funds to their bank's "corresponding US bank". That corresponding US bank will then wire the funds to the above referenced account.

5. Privileges and Immunities

5.1 Nothing contained in this Letter of Agreement shall be deemed a waiver of any of the privileges and immunities enjoyed by WMO.

6. Amendments

6.1 Any amendment to this Agreement shall be effected only on the basis of written mutual consent by the Parties.

7. Entry into Force

7.1 The present Agreement will enter into force upon signature by both Parties and will end on **31 August 2014.** The Agreement shall remain in force for such a period after **31 August 2014** as is necessary for all matters relating to any of its provisions to be settled.

7.2 The Recipient Organization shall sign two copies of this Agreement and return one to WMO.

Signed on behalf of the World Meteorological Organization:

Signature: _____
Mr Bruce Stewart, Director, Climate and Water Department

Date: _____

Signed on behalf of George Mason University

Signature: _____
David Roe, Executive Director of Administration and Chief Operating Officer
George Mason University Foundation, Inc.

Date: 12/19/2013

590117C

LETTER OF AGREEMENT

This Letter of Agreement (herein referred to as the Agreement) is concluded between:

The World Meteorological Organization (WMO), 7 bis Avenue de la Paix
Case Postale No. 2300, CH-1211 Geneva 2, Switzerland
(herein referred to as "WMO")

and

George Mason University Foundation, Inc.
University Hall Suite 5100, MSN 1A3
4400 University Drive
Fairfax, Virginia 22030
USA
(herein referred to as "Recipient Organization")

1. Purpose

Under the terms of this Agreement, it is hereby agreed that:

1.1 WMO will make available to the Recipient Organization an amount of **100,700 USD (One Hundred Thousand Seven Hundred U.S. Dollars)** to support the "Developing climate-related services for agriculture in Africa" Project Component of the "Global Framework for Climate Services – Adaptation and Disaster Risk Reduction in Africa" programme funded by the Norwegian Ministry of Foreign Affairs (MFA). The overall project will last from 2012 to 2015, but this LOA cover the period from 25 August 2014 to 24 August 2015 for which this transfer refers. This LoA is the third transfer of funds to GMU to assist with the development of the Project.

1.2 An agreement was signed on 9 December 2011 between the Norwegian MFA and WMO regarding financial assistance to the above programme (Annex 1). A MOU was signed between WMO and the George Mason University (GMU-see Annex 2). At an Expert Meeting held at George Mason University, USA in July 2011, it was agreed that GMU would collaborate on development and implementation of a pilot project on developing soil moisture observations and products to be explored in South Africa, Mozambique, and one country in East Africa (see Annex 3). GMU will provide assistance to WMO is developing these projects based on the Norwegian MFA funding.

1.3 In addition, GMU will assist with improving the capabilities of the WAMIS website by adding databases on the National Progress Reports on Agrometeorology and assist WMO in maintaining and updating the website with products from the project in 1.1.

1.4 The Recipient Organization will use the funds provided by WMO to support the "Developing climate-related services for agriculture in Africa" Project Component by the following activities:

a) Staff costs for research and further development of soil moisture products and improving the WAMIS website (one full-time researcher) (95,000 USD)

b) Any additional administrative costs which includes the Recipient organization's internal overhead of 6% (5,700 USD)

2. General conditions

2.1 Funds provided by WMO under this Agreement are to be used by the Recipient Organization exclusively in support of the African Soil Moisture Component of the "Developing Weather and Climate-related Services for Agriculture" project funded by the Norwegian Government and the updating of WAMIS will be funded by the WMO regular budget.

2.2 WMO or the Recipient Organization shall have the right to terminate this Agreement, by written notice to this effect after the entry into force of the agreement, if it considers that completion of the Agreement is impossible or impractical:

(a) For unforeseen causes beyond the control of WMO or the Recipient Organization;

(b) In the event of a default or delay on the part of the Recipient Organization or WMO.

2.3 In the event of the Recipient Organization's non-compliance or partial compliance with the terms of this Agreement, it will refund to WMO any payment already received in respect of activities that have not been performed by the Recipient Organization.

2.4 WMO will not be held responsible for any accident, illness, loss or damage, which may occur during the organization of the event. Any personnel assigned by the Recipient Organization to the event under the present Agreement shall not be considered as staff members of WMO and shall not be entitled to any privilege, immunity, compensation or reimbursement by WMO. The Recipient Organization shall make its own necessary arrangements for medical and service incurred insurance as well as third party liability insurance coverage.

2.5 In the event of termination by WMO for unforeseen causes beyond its control, WMO shall complete all payments, which may be due up to the effective date of termination.

3. Reporting

3.1 The Recipient Organization shall submit to WMO a detailed statement of expenditure incurred in undertaking the activities in paragraph 1.4 above, as per annex 4 to this Agreement and certified to its correctness by the Head of Financial Services of the Recipient Organization, with originals or validated copies of supporting documents by **31 August 2015**.

3.2 Should the actual expenditure incurred be less than the amount provided by WMO, the Recipient Organization shall reimburse the unspent funds to WMO by **30 September 2015**, to the following account:

Name of account holder:	World Meteorological Organization
Bank account number:	240-C0191516.1
Name of bank:	UBS SA
Address of bank:	Case Postale 2770 1211 Geneva 2, Switzerland
Bank Swift code:	UBSWCHZH12A
IBAN:	IBAN CH29 0024 0240 C019 1516 1

3.3 All matters regarding this Agreement shall be addressed to:

At WMO:

Mr Maxx Dilley
Director
Climate Adaptation and Prediction Branch
World Meteorological Organization
7 bis Avenue de la Paix
Case Postale No. 2300
CH-1211 Geneva 2, Switzerland
Telephone: +4122 7308369
Fax. +4122 7308042
E-mail: mdilley@wmo.int

At Recipient Organization:

David A. Roe, President
George Mason University Foundation, Inc.
4400 University Drive
Fairfax, VA 22030
Telephone: (703) 993 8738
Email: droe@gmu.edu

Susan Van Leunan, Controller
George Mason University Foundation, Inc.
4400 University Drive
Fairfax, VA 22030
Telephone: (703) 993 8702
Email: mvanleun@gmu.edu

4. Terms of Payment

4.1 The sum stipulated in paragraph 1.1 above represents the full amount to be paid by WMO for all services and activities to be provided by the Recipient Organization under this Agreement.

4.2 Upon signature of the Agreement, and subject to establishing that these is no overdue accounting by Recipient Organization for any funds received from WMO for financial support, WMO shall pay the above amount in the currency stipulated in paragraph 1.1 above and by bank transfer to the following account:

DATA OF BANK	
Name of account holder:	George Mason University Foundation Receipt Account
Bank account number:	004327-0733
ABA/Routing number:	056004445
Name of bank:	United Bank
Address of bank:	11185 Main Street Fairfax, VA 22030
Bank Phone:	+1 703 219 4850
IBAN:	Not Available
SWIFT Code:	Not Available

Please note regarding funds from overseas, the bank, United Bank, is not an international bank, therefore it does not have a SWIFT Code. An overseas donor must direct their bank to send the funds to their bank's "corresponding US bank". That corresponding US bank will then wire the funds to the above referenced account.

5. Privileges and Immunities

5.1 Nothing contained in this Letter of Agreement shall be deemed a waiver of any of the privileges and immunities enjoyed by WMO.

6. Amendments

6.1 Any amendment to this Agreement shall be effected only on the basis of written mutual consent by the Parties.

7. Entry into Force

7.1 The present Agreement shall enter into force upon signature by both Parties and shall remain in force until **30 September 2015** and for such a period thereafter as is necessary for all matters relating to any of its provisions to be settled.

7.2 The Recipient Organization shall sign two copies of this Agreement and return one to WMO.

Signed on behalf of the World Meteorological Organization:

Signature: _____
Maxx Dilley, Director,
Climate Adaptation and Prediction Branch

Date: 19 May-15

Signed on behalf of George Mason University

Signature: _____
David Roe, President,
George Mason University Foundation

Date: 5/5/2015

Subject file
0901179

LETTER OF AGREEMENT

This Letter of Agreement (herein referred to as the Agreement) is concluded between:

The World Meteorological Organization (WMO), 7 bis Avenue de la Paix
Case Postale No. 2300, CH-1211 Geneva 2, Switzerland
(herein referred to as "WMO")

and

George Mason University Foundation, Inc.
University Hall Suite 5100, MSN 1A3
4400 University Drive
Fairfax, Virginia 22030
USA
(herein referred to as "Recipient Organization")

1. Purpose

Under the terms of this Agreement, it is hereby agreed that:

1.1 WMO will make available to the Recipient Organization an amount of **12,000 USD (Twelve Thousand U.S. Dollars)** to support the Soil Moisture Demonstration Project (SMDP) and the work of the CAgM Task team on Soil Moisture Measurements. There is a soil moisture sensor intercomparison field experiment that will take place from 8-19 August 2016 in selected locations in Iowa, USA.

1.2 A MOU was signed between WMO and the George Mason University (GMU-see Annex 1). At an Expert Meeting held at George Mason University, USA in July 2011, it was agreed that GMU would collaborate on development and implementation of a pilot project on developing soil moisture observations and products to be explored in South Africa. This field experiment will install the same suite of soil moisture sensors that were installed in South Africa under the Norway funded activities. This Iowa field experiment is part of the ground based validation of several soil moisture satellite products (SMAP, SMOS, MODIS and Landsat).

1.3 The Recipient Organization will use the funds provided by WMO to support the Soil Moisture Demonstrations Project with the following activities:

a) Cost for soil moisture sensors and supplies for field experiments (3,500 USD);
b) Staff costs for traveling (two weeks) and installing and calibrating sensors (5,700 USD);
c) Publication fees (page charges for two journal papers) (2,000 USD);
d) Miscellaneous costs (800 USD).

2. General conditions

2.1 Funds provided by WMO under this Agreement are to be used by the Recipient Organization exclusively in support of the Soil Moisture Demonstration Project and will be funded by the regular AGM budget.

2.2 WMO or the Recipient Organization shall have the right to terminate this Agreement, by written notice to this effect after the entry into force of the agreement, if it considers that completion of the Agreement is impossible or impractical:

(a) For unforeseen causes beyond the control of WMO or the Recipient Organization;

(b) In the event of a default or delay on the part of the Recipient Organization or WMO.

2.3 In the event of the Recipient Organization's non-compliance or partial compliance with the terms of this Agreement, it will refund to WMO any payment already received in respect of activities that have not been performed by the Recipient Organization.

2.4 WMO will not be held responsible for any accident, illness, loss or damage, which may occur during the organization of the event. Any personnel assigned by the Recipient Organization to the event under the present Agreement shall not be considered as staff members of WMO and shall not be entitled to any privilege, immunity, compensation or reimbursement by WMO. The Recipient Organization shall make its own necessary arrangements for medical and service incurred insurance as well as third party liability insurance coverage.

2.5 In the event of termination by WMO for unforeseen causes beyond its control, WMO shall complete all payments, which may be due up to the effective date of termination.

3. Reporting

3.1 The Recipient Organization shall submit to WMO a detailed statement of expenditure incurred in undertaking the activities in paragraph 1.3 above, as per annex 2 to this Agreement and certified to its correctness by the Head of Financial Services of the Recipient Organization, with originals or validated copies of supporting documents by **30 September 2016**.

3.2 Should the actual expenditure incurred be less than the amount provided by WMO, the Recipient Organization shall reimburse the unspent funds to WMO by **30 September 2016**, to the following account:

Name of account holder:	World Meteorological Organization
Bank account number:	240-C0191516.1
Name of bank:	UBS SA
Address of bank:	Case Postale 2770 1211 Geneva 2, Switzerland
Bank Swift code:	UBSWCHZH12A
IBAN:	IBAN CH29 0024 0240 C019 1516 1

3.3 All matters regarding this Agreement shall be addressed to:

At WMO:

Mr Johannes Cullmann
Director
Climate and Water Department
World Meteorological Organization
7 bis Avenue de la Paix
Case Postale No. 2300
CH-1211 Geneva 2, Switzerland
Telephone: +4122 730 8355
Fax. +4122 730 8023
E-mail: jcullmann@wmo.int

At Recipient Organization:

Janet Bingham, President
George Mason University Foundation, Inc.
4400 University Drive
Fairfax, VA 22030
Telephone: (703) 993 8738
Email: jbignham@gmu.edu

Susan Van Leunan, Controller
George Mason University Foundation, Inc.
4400 University Drive
Fairfax, VA 22030
Telephone: (703) 993 8702
Email: mvanleun@gmu.edu

4. Terms of Payment

4.1 The sum stipulated in paragraph 1.1 above represents the full amount to be paid by WMO for all services and activities to be provided by the Recipient Organization under this Agreement.

4.2 Upon signature of the Agreement, and subject to establishing that these is no overdue accounting by Recipient Organization for any funds received from WMO for financial support, WMO shall pay the above amount in the currency stipulated in paragraph 1.1 above and by bank transfer to the following account:

DATA OF BANK	
Name of account holder:	George Mason University Foundation Receipt Account
Bank account number:	004327-0733
ABA/Routing number:	056004445
Name of bank:	United Bank
Address of bank:	11185 Main Street Fairfax, VA 22030
Bank Phone:	+1 703 219 4850
IBAN:	Not Available
SWIFT Code:	Not Available

Please note regarding funds from overseas, the bank, United Bank, is not an international bank, therefore it does not have a SWIFT Code. An overseas donor must direct their bank to send the funds to their bank's "corresponding US bank". That corresponding US bank will then wire the funds to the above referenced account.

5. Privileges and Immunities

5.1 Nothing contained in this Letter of Agreement shall be deemed a waiver of any of the privileges and immunities enjoyed by WMO.

6. Amendments

6.1 Any amendment to this Agreement shall be effected only on the basis of written mutual consent by the Parties.

7. Entry into Force

7.1 The present Agreement shall enter into force upon signature by both Parties and shall remain in force until **30 September 2016** and for such a period thereafter as is necessary for all matters relating to any of its provisions to be settled.

7.2 The Recipient Organization shall sign two copies of this Agreement and return one to WMO.

Signed on behalf of the World Meteorological Organization:

Signature: Mary Tilley (OIC)
Johannes Cullmann, Director,
Climate and Water Department

Date: 24-Aug-16

Signed on behalf of George Mason University

Signature:
Janet Bingham, President,
George Mason University Foundation

Date: 8.15.16

090210A

MEMORANDUM OF UNDERSTANDING
BETWEEN
GEORGE MASON UNIVERSITY FOUNDATION AND
VIRGINIA DEPARTMENT OF REHABILITATIVE SERVICES

PARTIES:

The parties involved in this Memorandum of Understanding are the George Mason University Foundation, hereafter referred to as the Foundation and the Virginia Department of Rehabilitative Services, hereafter referred to as the Department.

PURPOSE:

The purpose of this Memorandum of Understanding is to establish a Rehabilitation Engineering Fellowship to provide engineering students enrolled at George Mason University with a unique opportunity to acquire hands-on experience in the field of rehabilitation technology.

SCOPE OF WORK/STUDY:

The Foundation agrees to manage the fellowship through the George Mason University - Program of Urban Systems Engineering. A selected student fellow will work/study at the Northern Virginia Rehabilitation Engineering Site, as a primary location, under the mentorship of the Department's Rehabilitation Engineer assigned to the Northern Virginia Region. The Urban systems Engineering faculty will provide advice and support as necessary during the fellowship period comprehended between June 1, 1995 and August 15, 1995. The selected fellow student will be given graded academic credit for the fellowship.

Fellowship program will include:

- Assessment, solution research and recommendations for home modifications;
- Assessment, solution research and recommendations for vehicle modifications;
- Assessment, solution research, design, modification and fabrication of assistive devices for job-site modifications;
- ADA accessibility surveys (Title III)
- ADA reasonable accommodations (Title I)

Training hours will be flexible to accommodate fellow student's class schedule.

For the duration of the fellowship, the Department shall provide office space and computer equipment required to produce technical drawings and reports.

The Department shall provide the Lead Rehabilitation Engineer as liaison between the Foundation and the Department.

ANTI-DISCRIMINATION:

By signing this agreement, each party certifies to the other that it will, for activities pertinent to this agreement, conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable; the Virginians with Disabilities Act; the Americans with Disabilities Act and Section 11-51 of the Virginia Public Procurement Act.

CANCELLATION OF AGREEMENT:

Either party reserves the right to cancel and terminate any resulting agreement, in part or in whole, without penalty, upon 30 days' written notice.

AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the parties shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

MODIFICATION TO THE AGREEMENT:

The parties may agree in writing to modify the scope of this memorandum. An increase or decrease in the price of the memorandum resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the Memorandum of Understanding.

DRUG-FREE WORKPLACE:

The Foundation acknowledges and certifies that it understands that the following acts by the Foundation, its employees, and/or agents performing services on state property are prohibited:

A. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

B. Any impairment or incapacitation from use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Foundation further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of agreement and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

COMPENSATION:

The Department agrees to pay the Foundation $3,000 per Fellowship period. Payment to the Foundation will be by check. The Department shall reimburse the fellow student for transportation at $.24 a mile, when conducting ADA surveys. The fellow student shall submit a reimbursement request for transportation to the Department of Rehabilitative Services which shall not exceed state-approved allowances.

GEORGE MASON UNIVERSITY FOUNDATION

BY: _____

TITLE: _____

DATE: _____

DEPARTMENT OF REHABILITATIVE SERVICES

BY: _____

TITLE: COMMISSIONER

DATE: _____

Beck Foundation

Dr. Ken Ball
Dean, Volgenau School of Engineering
George Mason University
4400 University Drive, MSN 5C8
Fairfax, Virginia 22030

Dean Ball,

We are happy to inform you that The Beck Foundation has approved the grant that you requested for George Mason University's Volgenau School of Engineering to support a Faculty Fellowship.

Our Foundation looks forward to working with GMU and supporting the School of Engineering annually as long as I am on the Board of Visitors. It was encouraging to hear your vision for using our grant in the attraction and recruitment of highly qualified faculty.

Enclosed is the check for this year's grant. It is requested that the grant be provided through the GMU Research Foundation. GMU may use our family name in the award in any way that you choose. We will continue to fund the GMU's School of Engineering going forward and are planning to achieve a 6 figure program. Our Foundation has a policy that no administrative fees are to be deducted from the grant. We would appreciate an annual report of the use of funds in the program. Going forward we will include GMU in the planning, programming and budget cycle for future grants and encourage GMU to seek matching grants from industry, governmental and private opportunities.

Sincerely,

Charlotte and Buddy Beck

P.O. Box 7486 Fairfax Station, VA 22039 703-978-4040 beckfoundation@cox.net

090409

Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043

Google

Main 650 253.0000
Fax 650 253.0001
www.google.com

May 17, 2010

Jana Kosecka
George Mason University
4400 University Drive, MS 4A5
Fairfax, VA 22030-4444

Dear Professor Kosecka,

As part of Google's growing efforts to support excellent research in academia, we are pleased, effective March 19, 2010, to award George Mason University with an unrestricted gift of $50,000 to support your work on Semantic Parsing of Street Scenes.

This is an unrestricted gift; however, we would appreciate receiving news of your activities in a mutually agreeable manner, through copies of reports, publications, status letters, etc. and we would appreciate receiving attribution or acknowledgment of our gift in applicable University publications.

Please have an authorized individual of George Mason University sign in the space provided below to evidence George Mason University's acceptance of this gift, and return this page to us at the following:

Angie Cantelmi
Google Inc.
1600 Amphitheatre Parkway
Mountain View, CA 94043

Google Inc.

By: Margaret Johnson

Printed Name: Maggie Johnson

Title: Director, Education and University Relations

Date: 5/17/2010

George Mason University

By: _____

Printed Name: _____

Title: _____

Date: _____

Google

[redacted]

[redacted]

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
04-MAY-10	140003	******50,000.00

PAY Fifty Thousand Dollars And 00 Cents**********

TO THE ORDER OF

GEORGE MASON UNIVERSITY FOUNDATION INC
4400 UNIVERSITY DR, MSN 1A3
MASON HALL D201
FAIRFAX, VA 22030

VOID AFTER 180 DAYS

[redacted]

[redacted] [redacted]

DATE 04-MAY-10 **VENDOR NAME** GEORGE MASON UNIVERSITY FOUNDATION INC **VENDOR NO** [redacted]

INVOICE NO.	INVOICE DATE	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
[redacted]	27-APR-10	Faculty Research Awards R3-2009	0.00	50,000.00
			0.00	50,000.00

DETACH AND RETAIN THIS STATEMENT AS YOUR RECORD OF PAYMENT

Thank You

Semantic Parsing of Street Scenes

Jana Košecká
Department of Computer Science George Mason University
4400 University Drive, Fairfax, VA 22032
e-mail: kosecka@cs.gmu.edu, phone: 703-993-1876

Research Abstract

One of the fundamental problems in computer vision is semantic parsing of images, involving simultaneous segmentation and recognition of object and background categories. This area has been particularly active in recent years, due to the advances in methods for integration of object specific detectors, with various contextual cues and top down information. In the most general setting in the presence of large number of background and object categories semantic image parsing is a daunting task. The focus of this proposal is on *semantic parsing of images of street scenes using both appearance and geometric features and priors*. The image sequences which we will consider will be of the variety available in the Street View feature of Google Maps. The proposed project plans to leverage large amounts of images of these structured environments, the availability of 3D visual cues and the fact that images of street scenes can be described well by relatively small number of semantic concepts.

The semantic parsing of street scenes will associate semantic labels with different image regions and hence provide simultaneous segmentation and recognition of different objects and background categories. The examples of semantic labels which we will seek to infer include objects such as "cars", "pedestrians", "bicyclists", "traffic signs", "poles" as well as different background categories such as "building", road", "sky", "trees", "sidewalk" and others. The labels can be further refined based on the available datasets. The availability of such labels could be used as additional meta-data associated with maps; can facilitate map and driving directions refinements; provide characterization of different geographical areas and aide the process of building 3D models of the covered areas.

The technical aspects of the proposed work will focus on leveraging the work on large visual vocabularies for handling the large variation in the appearance (texture and color) of local patches, designing novel geometric features from the quasi-dense 3D information computed from video sequence and novel means for integrating spatial information and 3D geometry for object and background category recognition. The associated inference algorithms will be developed to explicitly consider the temporal dimension and seamlessly integrate the object detection with the background modeling in the context of Markov Random Field (MRF) framework.

Keywords: Geo/Maps, video-processing, machine learning

1. Technical Description

The research in semantic parsing has been particularly active in recent years, due to the development of methods for integration of object specific techniques, with various contextual cues and

top down information. With the exception of few, the majority of existing approaches evaluated the existing algorithms on restricted datasets, such as Microsoft Research Dataset MSRC21, containing 21 object and background categories. The existing work on multi-class segmentation typically differs in the choice of elementary *regions* for which the labels are sought, the types of *features* which are used to characterize them, and means of integrating the *spatial* information.

Despite notable progress in this area, many challenges remain, when it comes to applicability of these methodologies in realistic settings. In the proposed setting, while the amount of data (street view image sequences) is abound, some of the difficulties come from large number of classes occurring simultaneously, objects varying dramatically in size and shape, several object categories having small number of training examples and object and background categories varying dramatically in viewpoint and scale (*e.g.* see Figure 1). Focusing on street scenes offers unique opportunities for advancing the state of the art of semantic parsing as well as developing algorithms which will have direct impact on realistic applications.



Figure 1. Semantic segmentation of a street sequence. Left: An input image with ground-truth in-set. Right: Output of the proposed method.

The majority of the currently used approaches for semantic scene parsing are typically formulated in discriminative setting, where the initial object hypotheses are generated using the sliding window approach, followed by integrating the local evidence and contextual priors in the (conditional) Markov Random Field framework. The final labeling is then obtained in the final inference stage as MAP estimate of the MRF. Commonly used contextual information comes in forms of strong class co-occurence priors and relative class location priors which are often present in the datasets with small number of visual categories and small changes in viewpoint, but are typically absent in the images sequences captured by a driving vehicle or in more cluttered general scenes.

The focus of this effort to approach bottom-up stages of visual processing pipeline in a unified manner for both object and background categories forgoing commonly used over-segmentation stage. The main idea is to explore the use large visual vocabularies of local appearance features for representation and segmentation of object and background categories and investigate novel methods for modeling shape and spatial information of the encountered object categories. These ingredients will then be integrated in a probabilistic higher order Markov Random Field (MRF) framework, where the final labeling is obtained as a MAP solution of the semantic labels given an image. Some initial results of this approach are depicted in Figure 1 and can be found in [5]. The proposed effort will focus on:

1. Development of effective strategies for creating ground truth datasets used for evaluation of semantic parsing, involving minimal human labeling effort. This would include techniques for label propagation and on-line updating of appearance models, as well as use of the currently existing labelled data sets of street views available in LabelMe tool;
2. Design of novel image features and low and mid level image representations, which take into account in addition to simple texture and appearance statistics of local patches, also some aspects of 2D object shape and associated 3D information;
3. Exploring different strategies for design and learning of the constituent energy terms and

alternative inference methods integrating the available evidence.

4. Developing methods for handling large variation in image appearance by adaptively adjusting weights of local evidence and incorporating robust global image similarity measures for transferring class co-occurence priors from the images gathered in the labeling stage.

Expected Outcomes and results

The goal is to evaluate the proposed methodology in large scale experiments on street view sequences from different types of environments as well as additional publicly available data sets of street scenes [1]. We plan to disseminate the results of the research by making publicly available labeling tool specific for Street View sequences, which will exploit the knowledge of camera motion, quasi-dense scene structure and use of computationally inexpensive image over segmentation methods along with minimal human labeling effort. The results of the research will be disseminated in terms of technical reports and publications on annual computer vision conferences.

2. Budget

Proposed budget: $96,000
The proposed budget is to fund the one postdoctoral fellow for the period of 1 year (65K) or one advanced graduate student for the same period (salary and tuition). The remaining funds are to provide additional summer support for faculty (25K) and graduate student summer salary for period of 2 months (6K).

3. Google Contact

Dragomir Anguelov (dragomir@google.com), Abhijit Ogale (ogale@google.com), Google Street View

References

[1] G. Brostow, J. Shotton, J. Fauqueur, and R. Cipolla. Segmentation and recognition using structure from motion point clouds. In *ECCV*, pages I: 44–57, 2008. 3

[2] S. Gould, J. Rodgers, D. Cohen, G. Elidan, and D. Koller. Multi-class segmentation with relative location prior. *IJCV*, 80(3):300–316, 2008.

[3] C. Liu, J. Yuen, and A. Torralba. Non-parametric scene parsing: label transfer via dense scene alignment. In *CVPR*, 2009.

[4] B. Micusik and J. Košecká. Piecewise planar city modeling from street view panoramic sequences. In *CVPR*, 2009.

[5] B. Micusik and J. Košecká. Semantic segmentation of street scenes by superpixel co-occurrence and 3d geometry. In *ICCV Workshop on Video-Oriented Object and Event Classification*, 2009. 2

[6] J. Shotton, M. Johnson, and R. Cipolla. Semantic texton forests for image categorization and segmentation. In *CVPR*, pages 1–8, 2008.

[7] J. Xiao and L. Quan. Multiple view semantic segmentation for street view images. In *ICCV*, 2009.

4. Curriculum Vitae

Jana Košecká, Associate Professor
Department of Computer Science, George Mason University, Fairfax, VA 22032

Education

1996 Univ. of Pennsylvania, Philadelphia, PA. Ph.D., Computer and Information Science

1988 Slovak Technical University, Bratislava, M.S.E. with honors.

Professional Experience

2000-2009 Associate Professor, GMU

2006-2008 Visiting Professor, UC Berkeley, Stanford University, Google

1996-1997 Postdoctoral Researcher, UC Berkeley and PATH

Fellowships and Awards

2004 NSF CAREER, 1999 David Marr's prize, best paper award ICCV, 1988 Dean's award for distinguished M.S.E Thesis, STU, Bratislava.



090514

Ernst Volgenau
President, CEO

February 14, 2002

Dr. Lloyd Griffiths
Dean, School of Information Technology
and Engineering
George Mason University
MS 4A3
Fairfax, VA 22030-4444

Dear Lloyd:

SRA International, Inc. will support The Campaign for George Mason University through a contribution of $25,000. We request that the funds be used to support evolutionary computation in the School of Information Technology and Engineering.

If the program shows progress, we hope to make a similar contribution in the next two years.

Sincerely,

Ernst Volgenau
President and CEO

Enclosure

SRA International, Inc.
4350 Fair Lakes Court, Fairfax, Virginia 22033
703/227-7002 • Fax: 703/227-7050 • Internet: ernst_volgenau@sra.com

Subject file
090536

GEORGE MASON UNIVERSITY
FOUNDATION

FIRST AMENDMENT TO THE GIFT AGREEMENT
IN SUPPORT OF
THE ELEANOR AND BILL HAZEL ENDOWED CHAIR IN CIVIL INFRASTRUCTURE ENGINEERING ENDOWMENT

This confidential Agreement is by and between Sidney O. Dewberry hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR pledged and contributed to the Eleanor and Bill Hazel Endowed Chair in Civil, Environmental and Infrastructure Engineering Endowment, hereinafter called the FUND, to be administered pursuant to the terms set forth herein; the purpose of this amendment is to reallocate pledge payments made by the DONOR as detailed below.

OBJECTIVE

The purpose of the FUND is to provide support for the Eleanor and Bill Hazel Endowed Faculty Chair in Civil, Environmental and Infrastructure Engineering within the Volgenau School of Engineering.

PROVISIONS

1. The DONOR has made all payments to fully satisfy the pledge of $168,000 to support the Eleanor and Bill Hazel Faculty Chair in Civil, Environmental and Infrastructure Engineering.

2. The DONOR intends to reallocate $109,000 of the payments totaling $168,000, from the endowment to the current use portion of the FUND.

Agreed to and executed this 11th day of December, 2015.

By: _____
Sidney O. Dewberry
Donor

pledge 867823
Donor 55270

090536 (3)
Δ pledge + pymts endow to current use ↓
090536 (2)

$ 109,000

4400 University Drive, MS 1A3 | Fairfax, Virginia 22030 | Phone: 703-993-8850 | Fax: 703-993-2018

Google

March 9, 2015

George Mason University Foundation, Inc.
Attn: Professor Jeff Offutt
4400 University Drive
Fairfax, VA 22030

To Whom it May Concern,

As part of Google's growing efforts to support excellent research in academia, we are pleased, effective February 24, 2015, to award George Mason University an unrestricted gift of $300,000. We understand George Mason University Foundation currently intends to use this gift towards Professor Offutt's project, "*SPARC: Self-PAced Learning increases Retention and Capacity.*"

This is an unrestricted gift; however, we would appreciate receiving news about how the gift is used, for example, through copies of reports, publications, or status letters about research benefited by our gift. We would also appreciate receiving attribution or acknowledgment of our gift in applicable University publications. It is our hope that any researcher(s) who benefit from this gift will consider releasing any code or data from their project under an open source permissive license such as the Apache license. Please be advised that nothing in this letter should be interpreted or construed as creating or establishing the relationship of employer or employee between the researchers and Google.

Please have an authorized individual of George Mason University Foundation sign in the space provided below to evidence George Mason University's Foundation's acceptance of this gift, and return this page to us at the following:

Google Inc. - Tina Ornduff
1600 Amphitheatre Parkway
Mountain View, CA 94043
United States
Or via email to: tinao@google.com

Educational institutions may have ethics rules that apply. By signing below, George Mason University Foundation represents that accepting this gift is consistent with all applicable laws and regulations, including relevant ethics rules and laws, and this gift will not negatively impact Google's current or future ability to do business with George Mason University Foundation.

Google Inc.

By: Margaret Johnson Chris Busselle

Printed Name: Maggie Johnson
Chris Busselle

Title: Director, University Relations & Education
Principal, Google.org

Date: March 9, 2015

George Mason University Foundation, Inc

By: David A. Roe

Printed Name: David A. Roe

Title: Director of Real Estate & Administration, George Mason University Foundation, Inc.

Date: 03/09/2015

3X in 3 Years Awards Program

Dear Professor Offutt:

We would like to thank you for submitting your proposal, "*SPARC: Self-PAced Learning increases Retention and Capacity*," to our Google 3X in 3 Years Awards program. We appreciate your patience, as we conduct a very thorough review of all the submissions that we receive.

We are pleased, effective February 24, 2015, to award George Mason University an unrestricted gift of $300,000. This is the first year of 3 years of funding; however, 2nd and 3rd year funding is not guaranteed. Our program receives many strong proposals and we occasionally fund proposals at slightly lower amounts than requested in order to support a larger number of proposals.

You will be receiving a separate email in the next week with instructions for providing payment information.

Christine Stephenson has agreed to be your liaison at Google during the time of your project and will be in touch with you soon. You can also feel free to reach out sooner by emailing stephensonc@google.com. We would appreciate if you would send any project updates (publications, press, etc.) to your sponsor, as well as to us at cs-capacity@google.com. We may also send occasional, optional surveys or other communications related to the project over the course of the year.

We are very excited about your work and are thrilled to support this project. Please feel free to contact us at cs-capacity@google.com if you have any questions regarding the award.

Congratulations and best wishes,

Maggie Johnson
Director of Education and University Relations

Chris Busselle
Principal, Google.org

Google™

NON ENDOWED PROGRAM

100058

George Mason University Foundation, Inc.

GIFT AGREEMENT CONTRIBUTING TO THE
C-SPAN ORGANIZATIONAL RECORDS AND HISTORICAL ARCHIVES for the LIBRARIES

PARTIES

This confidential Agreement is by and between National Cable Satellite Corporation d/b/a C-SPAN, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY's Libraries, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used to support the C-SPAN Organizational Records and Historical Archives project in the UNIVERSITY's Libraries, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the C-SPAN Organizational Records and Historical Archives project. The project will consist of three components: processing, scanning, and construction of scholarly research portal. If it is anticipated that further work will be required on the C-SPAN project, the UNIVERSITY Libraries' staff will discuss the terms with C-SPAN; however, no federal, state, or county/municipal government monies will be sought now or in the future to support the C-SPAN collection(s) at the UNIVERSITY.

RECOGNITION/CONTACT INFORMATION

1. For the purposes of acknowledgements and reporting of operational matters, DONOR shall be represented by:

   Mr. Robert G. Kennedy
   President
   National Cable Satellite Corporation d/b/a C-SPAN
   400 North Capitol Street, NW
   Suite 650
   Washington, DC 20001-1550

2. For UNIVERSITY-wide recognition opportunities, the DONOR wishes to be recognized in the following manner:

   - **C-SPAN**

3. DONOR will be recognized for this gift consistent with UNIVERSITY recognition policies. Recognition may include membership in a giving society, invitations to UNIVERSITY events and/or UNIVERSITY wide publication of the gift. Should the DONOR wish to engage in additional

publicity and marketing, it must be approved in advance by the UNIVERSITY.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and December 31, 2014 totaling $150.000. Should the DONOR wish to make additional contributions to support the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gifts as specified above to accomplish the objective of the FUND.

2. The DONOR will make payments in satisfaction of this $150,000 pledge according to the following payment schedule:

Payment 1	$75,000	on or before December 31, 2013
Payment 2	$75,000	on or before December 31, 2014

3. The DONOR does not intend to satisfy this pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. This Agreement shall be binding upon the DONOR, the DONOR's successors and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

6. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

7. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

8. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

9. This Agreement, together with the C-SPAN Organizational Records and Historical Archives Collection for the Libraries Agreement, contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 23 day of September 20 13.

Mr. Robert G. Kennedy
President, National Cable Satellite Corporation d/b/a C-SPAN
Donor

By: _____
John G. Zenelis
University Librarian, George Mason University

By: _____
James J. Laychak
Associate Vice President, George Mason University

By: _____
Jennifer Wagner Davis
Senior Vice President for Administration and Finance
George Mason University

By: _____
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Controller, George Mason University Foundation, Inc.

Copy:

- University Librarian, George Mason University

120002

George Mason University Foundation

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 2nd day of July, 1990 between James C. Renick, Associate Provost for Special Programs and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Early Indentification Program account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Early Identification Program account are to be held in the George Mason University Foundation, Inc. The purpose of this account is support of the Early Identification Program.

Procedures

The Associate Provost for Special Programs will be the Project Director of this account in the George Mason University Foundation, Inc. All requests for disbursements from the Early Identification Program account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

James C. Renick
Associate Provost
for Special Programs

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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Mr. Roger Ma[illegible]

Advisory Board

Freddie Mac
FOUNDATION

8250 Jones Branch Drive
McLean, VA 22102-3110

Tel: (703) 918-8668
www.FreddieMacFoundation.org

study file 120002

December 1, 2011

Lewis Forrest II
Executive Director, EIP
Early Identification Program, George Mason University
4400 UNIVERSITY DR East Bldg Rm. 129 MSN 2A7
Fairfax, VA 22030

Dear Mr. Forrest:

The Freddie Mac Foundation ('Foundation') is pleased to inform you that a Grant award in the amount of $35,000.00 ('Grant') has been approved in support of Early Identification Program, George Mason University for the Early Identification Program. The Grant is subject to the attached 'Terms and Conditions of Grant between Early Identification Program, George Mason University and The Freddie Mac Foundation' ('Terms and Conditions'). This Grant has been assigned the number 6055200. Please indicate this number in the upper right corner of all correspondence concerning this grant and on all related materials and attachments.

Please sign and return a copy of this letter in its entirety, the Terms and Conditions and the enclosed Authorization Agreement for Direct Deposit by emailing them to Monica Perez at monica_perez@freddiemac.com as soon as possible. Please be aware any changes to current bank information on file, will result in additional processing time. Grant payments will be transferred directly into the account indicated on the Authorization Agreement following receipt of these documents.

By signing the Grant Agreement letter, you are once again attesting that any funds received from the Freddie Mac Foundation will not be used in connection with any political activities (including lobbying activities). Please notify us immediately if factors have changed regarding your original request that would affect your attestation.

Please note that any future applications for Grant funds beyond those already approved will be considered in the same manner as any other new application. No preference will be given to prior Grant recipients based on their status as prior Grantees.

All communication related to this grant award is directed to the Executive Director; please ensure we have your current contact information including email address on file. Enclosed you will also find a copy of "Freddie Mac Foundation: Leveraging Our Partnership." These materials provide information and guidelines regarding press and public relations communications in connection with this Grant.

Should you have any questions regarding this Grant, please contact Lori Vacek at 703-918-5858. We are pleased to support your organization in this worthwhile project and wish you continued success in this important work.

Sincerely,

Ralph F. Boyd, Jr.
President and CEO

Early Identification Program, George Mason University acknowledges receipt of this Grant award letter and the attached Terms and Conditions. Early Identification Program, George Mason University understands and agrees that the Grant is subject to the Grant Agreement, as that term is defined in the Terms and Conditions. Early Identification Program, George Mason University further represents and warrants that Early Identification Program, George Mason University is a IRS Section 501(c)(3) tax exempt organization that is classified as a public charity under IRS Section 509 (a)(1), (2) or (3). The undersigned represents and warrants that he/she is a duly authorized representative of Early Identification
Program, George Mason University and that he/she has the authority to sign the Grant Agreement on behalf of Early Identification Program, George Mason University and to bind Early Identification Program, George Mason University to the terms and conditions of the Grant Agreement.

Early Identification Program, George Mason University

Printed Name: DAVID A. ROE

Title: President George Mason University Foundation, Inc

Signature: [signature]

Date: Dec. 8, 2011

RFB/mpp

Enclosures

Terms and Conditions of Grant between Early Identification Program, George Mason University and The Freddie Mac Foundation

Grant 6055200 (the 'Grant'), awarded to Early Identification Program, George Mason University ('Grantee') for the Early Identification Program, is expressly subject to the following terms and conditions:

1. The relationship between the Freddie Mac Foundation (the 'Foundation') and Grantee shall be governed by the following documents, collectively referred to as the 'Grant Agreement':

a) The Terms and Conditions of Grant ('Terms and Conditions');
b) The Grant application and supporting materials submitted by Grantee in connection with its request for Foundation support, including but not limited to the Freddie Mac Foundation Grant Application, proposed budget, and summary chart, as the terms of these documents may be modified as a condition of Grant approval; and,
c) Any written communications from the Foundation setting forth terms and conditions of Grant approval, payment and/or the scope of any project(s) for which any Grant may be awarded, including the Grant award letter.

2. Grantee understands and agrees that it will manage all projects related to the Grant in accordance with the terms of the Grant Agreement.

3. Grantee/Organization acknowledges that it does not:
a) discriminate in its conduct;
b) exclude specific classes of people when providing services; or
c) intentionally or inappropriately discriminate in its hiring or employment practices by excluding people based on race, color, religion, ethnicity, sex, age, national origin, disability, sexual orientation, marital status, and any other characteristics protected by applicable law.

4. Under the laws of the United States applicable to the Foundation, the Grant must be expended for charitable purposes. The Grant is made only for the purposes stated in the Grant award letter dated December 1, 2011 and the Grant funds, as well as any interest earned thereon, may not be expended for any other purpose without the Foundation's prior written approval. Grantee understands and agrees that the Grant funds will be used in accordance with the budget approved by the Foundation. Any funds not expended or committed for the purposes of the Grant within the period stated in paragraph five below must be returned to the Foundation within 60 days of the end of the Grant period.

5. The Foundation will make Grant funds available over a one-year period beginning October 15, 2011 and ending October 15, 2012; as set forth and subject to the conditions described in the Grant award letter. The Foundation reserves the right to terminate the Grant at any time and to cancel any planned funding arrangements if the Foundation determines, in its sole discretion, that the Grantee is not in compliance with the terms and conditions of the Grant Agreement and/or that the Grantee's performance under the Grant is not satisfactory. In the event that the Foundation terminates the Grant as provided in this paragraph, the Grantee shall return all unused Grant funds to the Foundation within the time period set by the Foundation upon termination.

6. All Grantees are required to report on the results they have achieved through the Foundation's investment. Grant Report Requirements:
a. The Grantee agrees to provide the Foundation with a 10-month report on 08/15/2012 and a 12-month report on 11/01/2012, including financial statements showing budgeted vs. actual revenue and expenses.
b. All Grant Reports must be completed online. The executive director of the Grantee organization will be sent an email reminder 30 days before reports are due, notifying them that the online Grant Report is now available to be completed.
c. Grantees who fail to submit Grant Reports in a timely manner will be ineligible for future funding.

7. The Foundation may monitor or conduct an evaluation of all operations relating to the Grant, including visits from Foundation personnel and/or others, and reviewing financial and other records and materials of Grantee and/or such other records and materials as may be connected with the activities financed by this Grant and/or requested by the Foundation.

8. The Grantees agrees to acknowledge the support of the Foundation in all appropriate materials and events.

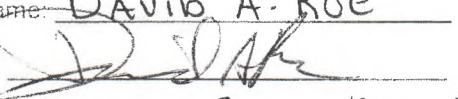
9. The Grantee may announce receipt for this Grant; however, any announcements intended for public dissemination must be approved by the Foundation prior to release.

10. The Grantee confirms that any funds received from the Freddie Mac Foundation will not be used in connection with any political activities (including lobbying activities).

Early Identification Program, George Mason University understands and agrees that this Grant is subject to all Terms and Conditions outlined above.

Early Identification Program, George Mason University

Printed Name: DAVID A. ROE

Signature: 

Title: PRESIDENT, George Mason University Foundation, Inc

Date: Dec 8, 2011

Freddie Mac
FOUNDATION

8250 Jones Branch Drive
McLean, VA 22102-3110

Tel: (703) 918-8888
www.FreddieMacFoundation.org

120002

May 12, 2009

Hortensia Cadenas
Executive Director, EIP
George Mason University Foundation, Inc.
4400 University Drive, Suite D201 Ms1a3
Fairfax, VA 22030-4422

Dear Ms. Cadenas:

The Freddie Mac Foundation ('Foundation') is pleased to inform you that a Grant award in the amount of $20,000 ('Grant') has been approved in support of George Mason University Foundation, Inc. for Early Identification Program 2009 Summer Academy (Fairfax Campus). The Grant is subject to the 'Terms and Conditions of Grant between George Mason University Foundation, Inc. and The Freddie Mac Foundation' ('Terms and Conditions'), a copy of which is attached and the terms of which are incorporated by reference.

To expedite processing of the Grant, please sign and return a copy of this letter by May 29, 2009. In an effort to make our payment of Grant awards more efficient, awards are deposited electronically into grantees accounts at their financial institutions. This also shortens the time organizations must wait to receive their awards. Please complete the enclosed Authorization Agreement for Direct Deposit and fax it with the signed copy of this letter.

Upon timely receipt of the signed letter and appropriate payment authorization form, the Foundation will issue a payment in the amount of $20,000.00 for the period beginning May 1, 2009 and ending April 30, 2010. Your award will be transferred directly into the account indicated following the Foundation's receipt of signed copies of the enclosed documents.

In granting your request, we are relying on the attestation in your application that any funds received from the Freddie Mac Foundation will not be used in connection with any political activities (including lobbying activities). Please notify us if any factors have changed regarding your request that would affect that attestation.

Please note that any future applications for Grant funds beyond those already approved will be considered in the same manner as any other new application. No preference will be given to prior Grant recipients based on their status as prior Grantees.

This Grant has been assigned the number 3036173. Please include this number in the upper right corner of all correspondence concerning this grant and on all related materials and attachments.

Grantees are required to report on the results they have achieved through the Foundation's investment (see attached Terms and Conditions of Grant). All grant reports must be completed online. An email notice will be sent to the Executive Director with details on how to complete the online grant report. Communication related to the grant award and reporting is directed to the Executive Director, so please make sure we have your updated email address and other contact information. Kindly review the attached Terms and Conditions and note the due dates for the Grant reports to ensure timely submission. When submitting a Grant report, follow the reporting format described in paragraph 5 of the attached Terms and Conditions. In addition, enclosed is a copy of Freddie Mac Foundation: Leveraging Our Partnership, which provides information and guidelines regarding press and public relations communications in connection with the Grant.

Should you have any questions regarding this Grant, please contact Tia Waller-Pryde at 703-918-5524. We are pleased to support your organization in this worthwhile project and wish you continued success in this important work.

Sincerely,

Molly B. Nesline
Senior Vice President
Chief Administrative Officer

George Mason University Foundation, Inc. acknowledges receipt of this Grant award letter and the attached Terms and Conditions. George Mason University Foundation, Inc. understands and agrees that the Grant is subject to the Grant Agreement, as that term is defined in the Terms and Conditions. George Mason University Foundation, Inc. further represents and warrants that George Mason University Foundation, Inc. is a IRS Section 501(c)(3) tax exempt organization that is classified as a public charity under IRS Section 509 (a)(1), (2) or (3). The undersigned represents and warrants that he/she is a duly authorized representative of George Mason University Foundation, Inc. and that he/she has the authority to sign the Grant Agreement on behalf of George Mason University Foundation, Inc. and to bind George Mason University Foundation, Inc. to the terms and conditions of the Grant Agreement.

George Mason University Foundation, Inc.

By: _____

Title: President

Date: July 13, 2009

Please return signed agreement and appropriate authorization form directly to Gladys Eko to ensure that your award will be processed in a timely manner:

Gladys Eko
Freddie Mac Foundation
8250 Jones Branch Drive
MSA40
McLean, Virginia 22102
FAX # 703-918-8895

MBN/gle

Enclosures

Terms and Conditions of Grant between George Mason University Foundation, Inc. and The Freddie Mac Foundation

Grant 3036173 (the 'Grant'), awarded to George Mason University Foundation, Inc. ('Grantee') for the Early Identification Program 2009 Summer Academy (Fairfax Campus), is expressly subject to the following terms and conditions:

1. The relationship between the Freddie Mac Foundation (the 'Foundation') and Grantee shall be governed by the following documents, collectively referred to as the 'Grant Agreement':

a) These Terms and Conditions of Grant ('Terms and Conditions');
b) The Grant application and supporting materials submitted by Grantee in connection with its request for Foundation support, including but not limited to the Freddie Mac Foundation Grant Application, proposed budget, and summary chart, as the terms of these documents may be modified as a condition of Grant approval; and,
c) Any written communications from the Foundation setting forth terms and conditions of Grant approval, payment and/or the scope of any project(s) for which any Grant may be awarded, including the Grant award letter.

Grantee understands and agrees that it will manage all projects related to the Grant in accordance with the terms of the Grant Agreement.

2. Grantee/Organization acknowledges that it does not:
a) discriminate in its conduct;
b) exclude specific classes of people when providing services; or
c) intentionally or inappropriately discriminate in its hiring or employment practices by excluding people based on race, color, religion, ethnicity, sex, age, national origin, disability, sexual orientation, marital status, and any other characteristics protected by applicable law.

3. Under the laws of the United States applicable to the Foundation, the Grant must be expended for charitable purposes. The Grant is made only for the purposes stated in the Grant award letter dated May 12, 2009 and the Grant funds, as well as any interest earned thereon, may not be expended for any other purpose without the Foundation's prior written approval. Grantee understands and agrees that the Grant funds will be used in accordance with the budget approved by the Foundation. Any funds not expended or committed for the purposes of the Grant within the period stated in paragraph four below must be returned to the Foundation within 60 days of the end of the Grant period.

4. The Foundation will make Grant funds available over a one-year period beginning May 1, 2009 and ending April 30, 2010; as set forth and subject to the conditions described in the Grant award letter. The Foundation reserves the right to terminate the Grant at any time and to cancel any planned funding arrangements if the Foundation determines, in its sole discretion, that the Grantee is not in compliance with the terms and conditions of the Grant Agreement and/or that the Grantee's performance under the

Grant is not satisfactory. In the event that the Foundation terminates the Grant as provided in this paragraph, the Grantee shall return all unused Grant funds to the Foundation within the time period set by the Foundation upon termination.

Grant Report Requirements

5. The Grantee agrees to provide the Foundation with a 10-month report on February 28, 2010 and a 12-month report on May 15, 2010, including financial statements showing budgeted vs. actual revenue and expenses. The executive director of the Grantee organization will be sent an email reminder 30 days before reports are due, notifying them that the online Grant Report is now available to be completed.

6. The Foundation may monitor and conduct an evaluation of all operations relating to the Grant, including visits from Foundation personnel to observe any project(s) relating to the Grant, discussing such project(s) with your personnel and/or others, and reviewing financial and other records and materials of Grantee and/or such other records and materials as may be connected with the activities financed by this Grant and/or requested by the Foundation.

7. The Grantee agrees to acknowledge the support of the Foundation in all appropriate materials and events.

8. The Grantee may announce receipt of this Grant; however, any announcements intended for public dissemination must be approved by the Foundation prior to release.

Summary Chart Template

Organization: George Mason University Foundation

Project Title: Early Identification Program 2009 Summer Academy (Fairfax Campus)

X General Operating Support (Please check if applying for General Operating Support)

Foundation Outcome: Increase numbers of young children who enter institutions of higher education, career-training programs or have obtained jobs with strong advancement possibilities.

Please fill in the blanks below.

Target: 85 students will enroll in a college/university, a career-training program, or join the military

Target Detail: Current 85 EIP juniors who participate in the Early Identification Program will enroll in a college/university, a career-training program or join the military at the end of their senior year (June 2010). 45 students will be accepted by March 1, 2010 and the remaining 40 by May 15, 2010.

What would have happened to those benefiting from your project if your program didn't exist?
The students would not be given the opportunity to improve skills which would enable them to attend college/university, career training programs, or obtain jobs.

Verification College attendance verified through college transcripts (with participants permission) and/or email and phone calls between program participants, their parents and EIP staff. Career-training programs verified through email and phone calls between program participants, their parents and EIP staff with participant permission.

Project Steps	Milestones	Dates
90 juniors who entered the Early Identification Program as freshman are currently enrolled in the program and will participate in the 2009 Summer Academy.	90 rising seniors will enroll in the Summer Academy in July 2009.	**July 2009**
90 rising seniors will elect to participate in a college preparation class during the 2009 Summer Academy.	90 rising seniors will pass classes during the 2009 Summer Academy in three of the following subjects: math, English, science, and writing.	**July 2009**
EIP staff will have monthly contact with students to ensure that students continue to meet academic requirements towards graduation and college admission. They will also be	90 rising seniors will write a college essay and complete an admission application for George -Mason University. 90 rising seniors will continue in the program for the 2009-2010 academic -	**July 2009** **July 2009**

available to answer questions about college.	year.	

Explanation of change in target (if applicable)

Freddie Mac
FOUNDATION℠

Authorization Agreement for Direct Deposits (ACH Credits)

☐ **New EFT Request** ☐ **Updated EFT Information**

Grantee Name:_____IRS Tax ID Number: _____

I _____, hereby authorize hereinafter called ***Freddie Mac Foundation***, to initiate credit entries to our Checking Account indicated below at the depository financial institution named below, and to credit the same to such account. I acknowledge that the originator of ACH transactions (direct deposit) to our account must comply with the provisions of U.S. law.

TO PROCESS YOUR PAYMENT, A COPY OF A VOIDED CHECK MUST ACCOMPANY THIS FORM

Name of Financial Institution: _____

City: _____ State: _____

Routing Number: Account #: _____ Account: _____

Authorized Signature: _____Date: _____

Printed Name: _____

Title: _____

PLEASE ATTACH COPYOF VOIDED CHECK HERE

Freddie Mac
FOUNDATION

8250 Jones Branch Drive
McLean, VA 22102-3110

Tel: (703) 918-8888
www.FreddieMacFoundation.org

THE FREDDIE MAC FOUNDATION: LEVERAGING OUR PARTNERSHIP

LOGO USE/PROGRAM AD/WEB LINK

If you have a need for a Freddie Mac Foundation logo or a program ad, please follow this link to request one:

http://www.freddiemacfoundation.org/terms/logo_use.html

Also, we encourage you to text-link to our Foundation website, for which you do not need our prior written consent.

PLAQUE WORDING

For plaques or other permanent forms of acknowledgement intended for a public space, we request the courtesy of notification. Only in stances where more explanation is given in the wording do we require prior notification. For plaque approval, please email Jane Moya at **jane_moya@freddiemac.com**

For any media or public relations related questions, please call Jane Moya External Relations, at 703-903-3552 or email her at jane_moya@freddiemac.com

[redacted]

PAY
TO THE
ORDER
OF

subj file
120002

317130

January 08, 2015
Check Number: 317130
Grant Number: 15003427
Purpose: to support George Mason University's Early Identification Summer Academy college preparation program at George Mason University serving low-income youth throughout the Washington metropolitan region

[redacted] is pleased to provide George Mason University Foundation - GMU Early Identification Program this grant in the amount of $33,750.00.

Please refer to the grant agreement for the reporting requirements, conditions, and terms associated with this grant.

Your acceptance of this grant certifies to [redacted] that no private individual, including the donor or advisor(s) will receive a private benefit, goods or services from this award.

The grant was provided from the [redacted]. Questions regarding this grant may be forwarded to [redacted]

[redacted] is a 501(c) (3) tax-exempt, publicly supported organization serving the [redacted] region, and it has exclusive legal control over the contributed assets. [redacted] tax identification number is [redacted] No goods or services were received in exchange for the gift . A copy of [redacted] current financial statement is available upon request by contacting the [redacted]

[redacted]

SF4001TOPL8-1 REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-523-2422 J3F8XK0010000 812SF006662
SAFEGUARD. LITHO USA SFSL6 CK7S061 I6L

[redacted]

Check No. 475290

11/23/2015

EIP
subj file
120002

GEORGE MASON UNIVERSITY FOUNDATION INC
4400 UNIVERSITY DRIVE MSN 2A7
FAIRFAX, VA 22030-0000

Dear Community Partner:

On behalf of the [redacted] please find enclosed a check in the amount of $50000 to support GEORGE MASON UNIVERSITY FOUNDATION INC, for the purposes outlined in your grant request dated 10/28/2015.

In addition, below you will find a link directing you to documents with suggestions on how you may wish to communicate with your stakeholders around your work and the support of the [redacted]. To view the suggested toolkit, please visit the link below:

[redacted]

[redacted] is lending, investing and giving in local communities like yours in order to advance local economies and create positive change. Providing support to organizations like GEORGE MASON UNIVERSITY FOUNDATION INC, that are providing critical services and programs are just one of the ways we are helping improve the quality of life in the communities we serve.

This grant is subject to the terms and conditions accepted through your application. In addition, the Foundation may request further information regarding your organization and this grant as agreed to in your grant application.

Thank you for your commitment to the community.

Sincerely,

[redacted]

Check Information:
Check Date: 11/23/2015
Check Number: 475290

Reference Information:
Request ID: 24570769
Organization ID: 8146155

475290

[redacted]

5-13/110 MA

Check Date	Check Amount
11/23/2015	$50,000.00

PAY Fifty Thousand and xx/100 Dollars

TO THE ORDER OF GEORGE MASON UNIVERSITY FOUNDATION INC

[redacted]

VOID ONE YEAR AFTER ISSUE DATE

AUTHORIZED SIGNATURE

[redacted]

Security features. Details on back.

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 20th day of July, 1990 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Eminent Scholars Emerson G. and Delores G. Reinsch Foundation Professorship Endowment Fund in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Eminent Scholars Reinsch Foundation Professorship Fund are to be held in the George Mason University Foundation, Inc. The purpose of this account is to provide a professorship to be known as the Emerson G. and Delores G. Reinsch Foundation Professorship.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the Eminent Scholars Reinsch Foundation Professorship Fund must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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Advisory Board
Dr. Dorothy I. MacConkey

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

EMERSON G. AND DOLORES G. REINSCH FOUNDATION ENDOWMENT

This Memorandum of Understanding between the [redacted] herein after "Donor") and the George Mason University Foundation, Inc. constitutes an agreement regarding the use of funds contributed to the Emerson G. and Dolores G. Reinsch Foundation Endowment. This agreement supersedes the Memorandum of Understanding made and entered into on July 20, 1990. LCR

[redacted] established the Foundation in 1964 to provide grants to organizations that promote health services, with an emphasis on alcohol rehabilitation and child welfare. The foundation also supports education. [redacted] He and his wife were active community leaders in northern Virginia for many years.

The income distributed annually from the Emerson G. and Dolores G. Reinsch Foundation Endowment shall be used for unrestricted support of the Early Identification Program at George Mason University.

It is the intent of the Donor that the gift be placed in a true endowment fund with the restriction that the original contributions be held in perpetuity with only the income distributed for program use.

Should circumstances within George Mason University change to the extent that the purpose for which this endowment has been established is no longer extant, then under the direction of the Board of Trustees of the George Mason University Foundation, Inc., after consultation with the Donor, if possible, the income shall be used for a purpose as closely related to the original intent of the Donor as possible.

The endowment will be maintained and managed under the established policies of the George Mason University Foundation, Inc.

[redacted]

Judith Marshall Jobbitt 1/16/2002

Judith Marshall Jobbitt
President
George Mason University Foundation, Inc.

Date

The [redacted] Endowed Fund Statement of Intent

In recognition of those who founded the George Mason University and for the need and value of private funding, [redacted], on this 13th day of December 1996, establish The [redacted] Endowed Fund with a gift of $1,000,000 to the George Mason University Foundation, Inc.

The Donors direct that the gift be placed in a true endowed fund with only income from annual earnings as defined by the George Mason University Foundation, Inc., available for use.

It is the Donors express intent that the endowment be used in the following manner:

> One hundred and seventy-five thousand dollars ($175,000) is to be used to establish the [redacted] Endowed Professorship in Art History. This endowment is to be used to attract or retain eminent scholars with the intent to qualify for matching funds from the Virginia Eminent Scholar Program.
>
> From the income of the remainder of the endowment, a sum of $20,000 per year is to be used to fund research and development for worthy junior faculty in the Arts and Humanities or to attract and support talented students in the Arts and Humanities. The authority and responsibility for awarding these funds rests solely with a committee chaired by the dean of Arts and Sciences and including the director of the Institute of the Arts and the holder of the [redacted] Endowed Professorship in Art History.
>
> The above stated arrangements need only be continued until the retirement of the first holder of the [redacted] Endowed Professorship for Art History.

The remainder of the income from the [redacted] Endowment and additional income that shall become available following the retirement of the first [redacted] Professor of Art History shall be used at the direction of the president of the University.

The endowment is to be maintained and managed by the George Mason University Foundation, Inc. in accord with the Foundation's Endowment Policy.

F. Duke Perry

F. Duke Perry, President
GMU Foundation

Date Dec 13, 1996

[redacted]

PARK
FOUNDATION

subj file:
120219

December 5, 2012

Mr. David A. Roe, President
George Mason University Foundation, Inc.
4400 University Drive MS 1A3
Fairfax, VA 22030

Dear Mr. Roe:

It is a pleasure for me to write that the Trustees of Park Foundation have approved a grant in the amount of $10,000 to George Mason University Foundation for the Reveal Shadow Lobbyists project.

In order for us to send the grant to you, please complete and return to us the enclosed grant agreement. If you have any questions or concerns, feel free to contact me or the appropriate staff person at the Foundation.

Best wishes to you and your colleagues for the continuing success of your efforts. We are happy to be able to assist you in the important work that you are doing.

Sincerely,

William L. Bondurant
Trustee

CC: Craig Rocklin, Director of Development, School of Public Policy

CC: Craig Rocklin +
Janine Wedel
MSN 3B1

Park Foundation Inc. P.O. Box 550 Ithaca, New York 14851
Tel: 607/272-9124 Fax: 607/272-6057
www.parkfoundation.org

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120315

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

SHELLEY KRASNOW CHAIR OF THE KRASNOW INSTITUTE FOR ADVANCED STUDY ENDOWMENT

This Memorandum of Understanding between the Krasnow Institute for Advanced Study (hereinafter "Donor") affiliated with George Mason University, and the George Mason University Foundation, Inc. constitutes an agreement regarding the establishment and use of resources contributed to endow the Shelley Krasnow Chair of the Krasnow Institute for Advanced Study (hereinafter "Krasnow Chair"). The Krasnow Institute seeks to establish a permanent endowment fund restricted to create the Krasnow Chair through the gift transfer of property from the Virginia Industrial Corporation, a wholly owned subsidiary corporation of the Krasnow Institute, to the George Mason University Foundation, Inc.

The chair endowment is established to honor Shelley Krasnow, an inventor and businessman. Mr. Krasnow, whose parents immigrated to the United States from Russia, was born in New York City on May 9, 1907. He graduated from the City College of New York in 1929, and was trained as an electrical engineer. In 1930, Mr. Krasnow came to Washington, D.C. as a junior physicist for the National Bureau of Standards. In 1936, he became a junior patent examiner at the U.S. Patent Office until founding Georator Corporation in Arlington, Virginia in 1937. Georator, which manufactures generators for commercial buildings and submarines, moved to Manassas, Virginia in 1952 due to expansion. In the late 1930's Shelley Krasnow married Alice Hatch. Mrs. Krasnow died in 1981 and Mr. Krasnow died September 23, 1989.

Shelley Krasnow had a long-time interest in creating an institute for the purpose of the general advancement of human knowledge for the betterment of mankind and bequeathed a substantial portion of his estate for this purpose. Before his death, he had taken steps to achieve this purpose by setting up a non-profit corporation and had begun discussions with George Mason University and the George Mason University Foundation regarding a formal affiliation between the institute and the university. His vision was realized posthumously through an agreement signed in 1990 that created the Krasnow Institute for Advanced Studies. A research facility dedicated to the study of the mind and the brain, the Krasnow Institute is unique in its focus of bringing together scholars of neurobiology, cognitive psychology, and computer sciences.

4400 University Drive, MSN 1A3 • Fairfax, Virginia 22030-4444 • (703) 993-8850 telephone • (703) 993-8851 facsimile

SHELLEY KRASNOW CHAIR OF THE KRASNOW INSTITUTE FOR ADVANCED STUDY ENDOWMENT/page two

The Krasnow Chair will be held by a scholar who will have experience and research fitting the mission and purpose of the Krasnow Institute. To further link the institute and the university, the chair will hold a joint appointment between the Krasnow Institute and George Mason University. Appointments will be made in accordance with the established policies of George Mason University for the appointment of faculty chairs. The first appointment to the chair will be the Director of the Krasnow Institute, but subsequent appointments may or may not serve in this capacity. All appointments must qualify for tenure at George Mason University.

It is the intent of the Donor that the gift be established as an endowment fund with the restriction that funds designated to the endowment be held in perpetuity with only the income distributed according to the policies of the George Mason University Foundation for eminent scholar use. The Krasnow Chair Endowment is established to attract or retain an eminent scholar with the intent to qualify for matching funds from the Virginia Eminent Scholars program.

Should circumstances within George Mason University change to the extent that the purpose for which this endowment has been established is no longer existent, then under the direction of the Board of Trustees of the George Mason University Foundation, Inc. the income shall be used for a purpose as closely related to the original intent of the Donor as possible.

The chair endowment will be maintained and managed under the established policies of the George Mason University Foundation, Inc.

11/8/00

Mark P. Friedlander, Jr., Esq.
Chairman, Board of Trustees
Krasnow Institute for Advanced Study

Date

11/6/2000

Judith Marshall Jobbitt
President
George Mason University Foundation, Inc.

Date

GEORGE MASON UNIVERSITY
Krasnow Institute for Advanced Study
Provost & Chief Academic Officer
4400 University Drive, MS 2A1, Fairfax, Virginia 22030
Phone: 703-993-4170; Fax: 703-993-4280; http://krasnow.gmu.edu

Memorandum

TO: David A. Roe
President, George Mason University Foundation, Inc.

FROM: James L. Olds
Director, The Krasnow Institute for Advanced Study

DATE: March 21, 2013

SUBJECT: Shelley Krasnow Chair (MOU dated 11/6/2000)

The Krasnow Institute for Advanced Study wishes to abandon the Commonwealth of Virginia's Eminent Scholar Match Program and therefore forgo the opportunity to take advantage of any match should the General Assembly ever decide to re-fund this program. This request would be effective July 1, 2013.

We understand that the Shelley Krasnow Chair of the Krasnow Institute for Advanced Study will be removed from the University's eminent scholar list, but that this action will not impact the chair designation nor the recognition bestowed upon the faculty member receiving this designation. We also understand that this action will allow the endowment to be used directly for the Chair's salary, as we deem appropriate.

Thank you for your help with this matter.

Cc: Susan Van Leunen
Controller
George Mason University Foundation

FINAL

The [redacted] Chair of Economics at Mercatus Center at George Mason University

Agreement between the Mercatus Center and [redacted]

This Agreement is made July 11 2003 between the [redacted] Grantor, and the Mercatus Center, Inc., 3301 North Fairfax Drive, Arlington, Virginia 22201, a qualified exempt charitable organization ("Mercatus").

1. ***Property Transfer.*** In order to honor the memory of [redacted] and in recognition of their dedication to the principles which this Chair is being established to foster, to support the mission of Mercatus, and to create the [redacted] Chair at the Mercatus Center at George Mason University ("The [redacted] Chair"), the Trust shall pay or cause to be paid to Mercatus the sum of $1,000,000 under the schedule outlined in Section 5, infra. Mercatus shall have claim upon the assets of the [redacted] to satisfy this obligation.

2. ***Objectives and Requirements of the Chair.*** The objective of the [redacted] Chair is to increase understanding and acceptance of economics based on the principles of free markets, private property, limited constitutional government, the rule of law, and individual freedom with responsibility and to expand public support of these principles. The occupant of the chair shall hold a doctorate degree in economics and shall be schooled, qualified in, and committed to the foregoing principles. The objectives of the Chair shall be accomplished through teaching, research, publishing, print and electronic media and such other means as may reasonably be deemed to be effective to advance the purposes of the Chair. The occupant shall devote full time to the activities of the Chair. At the conclusion of each academic year, the occupant shall provide the Selection Committee and the Advisory Board with a brief summary of the principal activities, accomplishments and expenditures of the Chair for the previous year. Any additional objectives or requirements for the Chair shall be decided by unanimous vote of the Selection Committee (Section 3, infra).

3. ***Selection Committee.*** The Selection Committee shall have five (5) members. The decision-making rule for the Selection Committee shall be majority vote, except in the case of providing additional objectives or requirements, in which case the decision-making rule shall be by unanimous vote. The members of the Initial Selection Committee (i.e., the Selection Committee that chooses an Initial Chairholder as defined in Section 4, infra) will be: the President of the Mercatus Center, the Chair of the Economics Department at George Mason University, one (1) member designated by [redacted] or his descendants, one (1) member designated by the Chair of the GMU Economics Department, and one (1) member

PSE 7/22/03 TC 7/24/03

designated by the Provost of George Mason University. For selection of any Chairholder who would not qualify for the GMU Faculty Position (as defined in Section 4, infra), the GMU Provost designee would be substituted by an additional [redacted] designee.

4. ***Structure of Chair.*** Mercatus will employ or contract with the holder of the [redacted] Chair. The Chair will exist at Mercatus in perpetuity in accordance with the terms and conditions of this agreement. An invitation to occupy the chair will require a majority vote of the Selection Committee. Additionally, through a separate agreement between the Mercatus Center and George Mason University (Appendix A), any Initial Chairholder will have a tenured faculty position within the Economics Department at George Mason University ("GMU Faculty Position"). Mercatus will enter into that agreement with the University in reliance upon fulfillment of this Agreement. George Mason University will pay the university salary and provide full university benefits for the GMU Faculty Position as long as an Initial Chairholder qualifies for a tenured faculty position at George Mason University. For purposes of this agreement and the separate agreement in Appendix A, Initial Chairholder shall refer to any individuals chosen by the Initial Selection Committee and ratified by the Department of Economics to occupy both the Chair and the GMU Faculty Position prior to August 15, 2009.

   Unless this agreement and/or the agreement in Appendix A are amended by the parties through separate consideration, any connection between the Chair and the GMU Faculty Position will expire when that Initial Chairholder occupying the Chair as of August 30, 2009, voluntarily leaves the GMU Faculty Position. Notwithstanding, both parties reserve the right to amend this Agreement through separate consideration to create a permanently endowed fund for the perpetual maintenance of the Chair and the GMU Faculty Position and to have the funds pledged herein contributed to such an endowment.

5. ***Payment Schedule.*** The first payment of $200,000 shall be made to Mercatus on or before August 31, 2003, conditioned upon Russell Roberts of St. Louis, MO having been approved to become the first occupant of the Chair with an agreement in place to effect his employment as such. Each of the additional five (5) annual payments of $160,000 shall be paid on or before the last day in August each year beginning in 2004 and ending in 2008. In the event that the chair may be vacant during any portion of this period, payments may be suspended during such period of vacancy. When the vacancy is filled, payments will then be resumed and the payment schedule extended correspondingly so that the total amount to be paid will remain the same. The payment schedule will be as follows:

On or before	Amount
August 31, 2003	$200,000
August 31, 2004	$160,000
August 31, 2005	$160,000
August 31, 2006	$160,000
August 31, 2007	$160,000
August 31, 2008	$160,000

No additional service fee or tax will be applied to this grant.

PSE TC

6. Receipt and Management of Funds. The grantors or any other persons or entities may make additional contributions of cash or other real or personal property to support the work of the chair. All contributions shall be subject to the terms and conditions of this agreement. Any funds being held for the Chair shall be invested to produce optimal income and/or growth with reasonable risk and any such income shall be utilized for the benefit or the chair.

7. Safeguard of Philanthropic Intent & Educational Objectives. In order to preserve and safeguard the philanthropic and educational intent of the Grantors and the educational objectives of GMU and Mercatus, the latter entities shall have full and unfettered discretion to administer the Chair as they deem appropriate, provided that such administration shall be consistent with the terms of this agreement and in accordance with the objectives, purposes and principles set forth by the Grantors in this agreement.

The Chair shall be operated exclusively for charitable and educational purposes within the purview of Section 501(c)3 of the Internal Revenue Code of 1954 or such section or comparable section as hereinafter amended. No part of the funds shall inure to the benefit of any private individual and/or business corporation and no part of the activities of the Chair shall consist of carrying on or otherwise attempting to influence legislation or participating or intervening in any political campaign on behalf of any candidate for public office.

8. Advisory Board. An Advisory Board shall be created consisting of one representative named by [redacted] or his lineal descendants; one representative to be named by Mercatus Center; and a third representative to be named by the first two representatives. These representatives shall serve so long as they are willing and able to do so. In the event that either [redacted] or his descendants, or Mercatus shall fail to select a representative to the Advisory Board, then such representative shall be named by the remaining members of the Advisory Board. They shall exercise reasonable effort and judgment to name a representative who can reasonably be expected to represent the interests of the party which would otherwise have authority to select such representative. The Advisory Board shall have the responsibility of reviewing the administration of Sections 2 through 7 of this agreement and in so doing it shall have the right to:

- Consult with the Selection Committee regarding the qualifications of candidates for the Chair;
- Discuss with the Grantees and their representatives/affiliates, their administrative officers or trustees, the appointment of an occupant of the Chair and any other matters relating to carrying out the purposes for which the Chair is established;
- Ensure compliance with the terms of this agreement through appropriate administrative or legal channels.

The Advisory Board shall have no authority or control, either directly or indirectly over the funds received by the Grantees and their representatives/affiliates, over the administration of the Chair or the selection of the occupant of the Chair and shall only act as a body that has a continuing interest in seeing that the terms and conditions of this agreement and the obligations of Mercatus and GMUand their representatives/affiliates are carried out.

PSB TC

8. State Law Provisions. This Agreement shall be governed by the laws of the state of Virginia.

In addition, to the extent an amendment does not conflict with federal law, the agreement may be amended by mutual agreement of the parties.

IN WITNESS WHEREOF, the Mercatus Center and [redacted] have executed this Agreement on the date first stated above.

[redacted]

Mercatus Center, Inc. **Incorporation Date – 1987**

By: _____ Date: 22 July 2003
Paul Edwards - President

By: _____ Date: 24 July 2003
Tyler Cowen - General Director

7/14/03

PSE TC

120356

The 2030 Group

Memo

To: Dr. Stephen Fuller, Director, Center for Regional Analysis, School of Public Policy, George Mason University

From: The 2030 Group

Date: 1/14/2009

Re: The 2030 Group Contribution

A contribution of $300,000 to be paid in quarterly payments of $50,000 beginning January 2009 with a final payment of $100,000 to be made January 2010 in appreciation of research and analysis to help educate business, civic and elected leaders of the Metropolitan Washington region on the need to develop new industries for growth, address growing infrastructure needs, and consider stimulus for public-private initiatives to ensure the sustainable economic prosperity for the region by the year 2030.

120356

George Mason University Foundation, Inc.

GIFT AGREEMENT CONTRIBUTING TO
THE CENTER FOR REGIONAL ANALYSIS FUND

PARTIES

This Agreement is by and between Robert E. and Sharon B. Buchanan, hereinafter called the DONOR, and George Mason University, Fairfax, Virginia, hereinafter called the UNIVERSITY, and the George Mason University Foundation, Inc., hereinafter called the FOUNDATION.

PREAMBLE

Inasmuch as the DONOR wishes to contribute to a restricted fund for the benefit of the UNIVERSITY, the FOUNDATION agrees to accept and administer money, securities, proceeds from life insurance policies, or such other gifts, including real or personal property, which are contributed by the DONOR and/or others and deemed acceptable by the FOUNDATION; and it is mutually agreed that these gifts shall be used for the Center for Regional Analysis Fund, hereinafter called the FUND, to be administered pursuant to the terms set forth herein.

OBJECTIVE

The purpose of the FUND is to provide operational support for the Center for Regional Analysis.

PROVISIONS

1. The DONOR, intending to be legally bound, hereby irrevocably pledges and promises through this Agreement to make gifts to the FOUNDATION between now and June 30, 2012 totaling $250,000. Should the DONOR wish to make additional contributions to support of the objective of this FUND, future contributions may be directed to this FUND. The DONOR understands and acknowledges that the FOUNDATION and the UNIVERSITY are relying upon the DONOR's gift to accomplish the objective of the FUND as specified below.

2. The DONOR made a stock gift of $50,160.23 on June 3, 2008 and will make payments in satisfaction of the remaining $199,839.77 pledge according to the following payment schedule:

Payment 1	$49,839.37	on or before June 30, 2009
Payment 2	$50,000	on or before June 30, 2010
Payment 3	$50,000	on or before June 30, 2011
Payment 4	$50,000	on or before June 30, 2012

3. The DONOR does not intend to satisfy this personal pledge with recommended payments from a donor advised fund or a private foundation.

4. The FUND shall be used solely to further the objective as stated above.

5. The FUND shall be treated and expended in accordance with the established policies of the FOUNDATION. Under the current policy, gifts received for current use and other revenues made to the FOUNDATION are assessed an administrative fee of 3 percent. This fee shall be transferred to the unrestricted general operating funds of the FOUNDATION.

6. This Agreement shall be binding upon the DONOR, the DONOR's estate, Personal Representatives, heirs and assigns and on the UNIVERSITY and the FOUNDATION, their successors and assigns.

7. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

8. If at some time in the future, the objective of the FUND is no longer possible or practical of fulfillment, the UNIVERSITY Board of Visitors, with counsel from the FOUNDATION President and UNIVERSITY President and the DONOR if a representative is living and able to act, shall determine the objective(s) for the FUND, that most closely resembles the purpose(s) set out in the original gift agreement.

9. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels all other agreements and understandings, both written and oral, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the DONOR, the UNIVERSITY, and the FOUNDATION, by their duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed this 4th day of June, 2008

Robert E. Buchanan
Donor

Sharon B. Buchanan
Donor

By:
Kingsley E. Haynes
Dean, School of Public Policy
George Mason University

By:
Maurice W. Scherrens
Senior Vice President, George Mason University

By:
David A. Roe
President, George Mason University Foundation, Inc.

Distribution of originals:

- Donor
- Chief Financial Officer, George Mason University Foundation, Inc.

Copy: Dean, School of Public Policy George Mason University

subject file: 120356

AMERICAN UNIVERSITY
WASHINGTON, DC

OFFICE OF SPONSORED PROGRAMS

June 24, 2015

RE: Award between George Mason University Foundation and American University
Dr. Stephen Fuller, GMU PI; Dr. Derek Hyra, AU PI

Dear Dr. Bingham:

I am pleased that the George Mason University Foundation ("Grantor") has approved a sum of $53,297 (Fifty Three Thousand Two Hundred Ninety Seven Dollars) for a grant to American University ("Grantee") to support the AU Metropolitan Policy Center's proposal to participate in the GMU CRA Road Map for the Washington Region's Future Economy.

The Grant period shall be from May18, 2015 to December 31, 2015. The first payment of $26,649 (50% of the award amount) will be issued to AU upon full signature of this letter. The second payment of $26,648 (50%) will be issued to AU on August 31, 2015, the date that two draft twenty-page papers are delivered to Dr. Fuller from Dr. Hyra.

If you are in agreement with the grant description and terms, please sign below. By signing this Grant Agreement, you indicate that you understand and agree with the terms of the grant.

Sincerely,

James J. Casey, Jr., J.D.
Director

Accepted by: Daniel A. Rice for Janet Bingham
Janet Bingham, President, George Mason University Foundation, Inc.

Cc: Dr. Stephen Fuller, GMU
Dr. Derek Hyra, AU

OFFICE OF ACADEMIC AFFAIRS
4400 MASSACHUSETTS AVE., NW WASHINGTON, DC 20016-8066 (202) 885-3440 FAX: (202) 885-3453

GEORGE MASON UNIVERSITY

Center for Regional Analysis

3351 Fairfax Drive, MS 3B1, Arlington, VA 22201
Phone 703-993-8419 Web http://cra.gmu.edu

Subject file
1.2c356

October 26, 2016

Mr. Ryan Conrad
Chief Executive Officer
Northern Virginia Association of Realtors
8407 Pennell Street
Fairfax, VA 22031

Dear Mr. Conrad:

We greatly appreciate the funding that the Northern Virginia Association of Realtors (NVAR) has provided over the past several years in support of housing market research by the Center for Regional Analysis (CRA) at George Mason University (University). This letter of intent confirms your wishes to augment your level of giving and to describe the research and activities supported by your gift. Your annual pledge of $40,000 will be made to the George Mason University Foundation, Inc. (Foundation) to support the University and the Center for Regional Analysis.

In total, the financial support from NVAR will allow us to engage in the following annual research and communication program:

- Conduct research on a variety of regional real estate market trends. This research will be reported in six data briefs/research reports that will be published in your organization's magazine (one report per issue).
- CRA will prepare an annual forecast and mid-year update of key regional housing market performance metrics, such as price trends and sales activity. The forecast will be made available to the public and will prominently recognize NVAR's support in the form of co-branding the forecast, in recognition of your generosity.
- NVAR will offer CRA the opportunity to present relevant research findings at NVAR's annual convention, which could include a presentation of the annual market forecast.
- CRA will also have the opportunity to engage with NVAR's board of directors, who represent key industry leaders, up to two times per year. In these meetings, CRA may present research findings or general economic briefings; alternate speaking engagements may be substituted for Board meetings and will be agreed upon by both parties.
- CRA will be provided the opportunity to report results of research findings and/or economic monitoring program in a formal presentation at up to four NVAR events per year;
- Communicate the findings of CRA's ongoing research program and related discussions in quarterly video interview/presentation segments (to be filmed at NVAR offices).

This gift is made without restriction on the use of funds; however, such funding for CRA typically supports a combination of data acquisition, professional staff compensation, and/or support for student research assistants.

Your generous commitment will be fulfilled through semi-annual installments of $20,000 beginning on January 15, 2017. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee upon receipt. The amount of the fee is determined by the Board of Trustees of the Foundation and is currently six percent (6%). In recognition of your generosity the University and the Foundation may make announcements through internal and/or external publications and to the media. You may also be eligible for other recognition opportunities.

We gratefully acknowledge your gift in June 2016 of $15,000 and your willingness to immediately increase the funding for the second half of 2016 by $5,000. We further acknowledge that we have received $3,000 towards this $5,000 additional commitment for 2016 as of the date of this letter.

I want to thank you again for your support of George Mason University. If the above information accurately reflects your intent, please sign and date this letter in the signature block below and return one original copy to me. Should you have any questions regarding your gift please feel free to contact me at 703-993-8764.

Sincerely,

James J. Laychak, '83
Associate Vice President, University Advancement and Alumni Relations

The above information accurately reflects our plans to support George Mason University through a gift to George Mason University Foundation.

Mr. Ryan T. Conrad — Date: 11/10/16
CEO, NVAR

Accepted for the George Mason University:

Jennifer Wagner Davis — Date: 10/31/2016
Senior Vice President for Administration and Finance

Accepted for the George Mason University Foundation, Inc.:

Janet Bingham, PhD — Date: 10.26.16
Vice President, University Advancement and Alumni Relations
President, George Mason University Foundation, Inc.

Subj file

NP 120549(2)

GEORGE MASON UNIVERSITY | School of Policy, Government, and International Affairs

February 26, 2016

To GP 03/03/16

Mr. Tomohiro Yuki
President, International Access Corporation
1050 Connecticut Avenue, NW, Suite 500
Washington, DC 20036

Dear Mr. Yuki:

Thank you for your company's thoughtful decision to support George Mason University (University). This letter of intent confirms your wishes and the details of your gift. Your gift of $20,000 will be made through the George Mason University Foundation, Inc. (Foundation), and will support the Center for Transportation Public-Private Partnership (Fund). The purpose of the Fund is to provide support for the Center for Transportation Public-Private Partnership Policy. The Center and its partners seek to advance the optimal realization of public-private partnerships in the U.S. infrastructure market.

Your generous commitment will be fulfilled through 1 installment of $20,000 on or before April 30, 2016. In accordance with Foundation policy, gifts designated to non-endowed funds will be assessed a fee. The amount of the fee is determined by the Board of Trustees of the Foundation and is currently six percent (6%). The School of Policy, Government, and International Affairs agrees that the administrative fee will be transferred from the Center for Transportation P3 Policy account (1205492).

In recognition of your generosity the University and the Foundation may make announcements through internal and/or external publications and to the media. Your company may also be eligible for other recognition opportunities.

I want to thank you again for your support of George Mason University. If the above information accurately reflects your intent, please sign and date this letter in the signature block below and return one original copy to me using the enclosed envelope. Should you have any questions regarding your pledge please feel free to contact me at 703-993-7527.

With gratitude,

C. D. Rocklin

Craig Rocklin
Director of Advancement & Alumni Relations
School of Policy, Government, and International Affairs

The above information accurately reflects my company's plans to support George Mason University.

T. Yuki 02-29-16

Tomohiro Yuki
President, International Access Corporation Date

[redacted]

070081

December 20, 2013

George Mason Foundation, Inc.
c/o David Roe, Chief Operating
Officer 4400 University Drive,
MS 1A3 Fairfax, Va. 22030-
4444

Re: **Restricted Donation to Support the Center for the Protection of Intellectual Property ("CPIP") at George Mason University School of Law**

Dear Mr. Roe:

We are pleased to have wired from [redacted] $150,000 payable to The George Mason University Foundation, Inc. ("Foundation") representing a charitable gift from [redacted] Kindly record this donation as a restricted gift to be applied for the sole purpose (other than a 6% administration fee in favor of the general operating funds of the Foundation) of supporting CPIP.

We have been impressed with not only the people we have met from the university and CPIP but also their long standing reputation and accomplishments. While we cannot make a firm commitment for future donations at this time, we will continue to have a dialogue with you in considering future donations.

We do not require any recognition of our name for the donation and would request, in fact, that our name not be published on any list of donors disseminated by the Foundation or the University. Kindly acknowledge receipt of the enclosed donation by executing the enclosed copy of this letter where indicated below.

[redacted]

RECEIPT ACKNOWLEDGED
THE GEORGE MASON UNIVERSITY FOUNDATION

BY: [signature]

TITLE: [signature]

070081

[redacted]

March 31, 2014

George Mason Foundation, Inc.
c/o David Roe, Chief Operating Officer
4400 University Drive, MS 1A3
Fairfax, Va. 22030-4444

Re: **Restricted Donation to Support the Center for the Protection of Intellectual Property ("CPIP") at George Mason University School of Law**

Dear Mr. Roe:

We are pleased to have wired from [redacted] $50,000 payable to The George Mason University Foundation, Inc. ("Foundation") representing a charitable gift from [redacted] Kindly record this donation as a restricted gift to be applied for the sole purpose (other than a 6% administration fee in favor of the general operating funds of the Foundation) of supporting CPIP.

We have been impressed with not only the people we have met from the university and CPIP but also their long standing reputation and accomplishments. While we cannot make a firm commitment for future donations at this time, we will continue to have a dialogue with you in considering future donations.

We do not require any recognition of our name for the donation and would request, in fact, that our name not be published on any list of donors disseminated by the Foundation or the University. Kindly acknowledge receipt of the enclosed donation by executing the enclosed copy of this letter where indicated below.

[redacted]

RECEIPT ACKNOWLEDGED
THE GEORGE MASON UNIVERSITY FOUNDATION

BY: _____

TITLE: _____

[redacted]

070081

September 15, 2014

George Mason Foundation, Inc.
c/o David Roe, Chief Operating Officer
4400 University Drive, MS 1A3
Fairfax, Va. 22030-4444

Re: **Restricted Donation to Support the Center for the Protection of Intellectual Property ("CPIP") at George Mason University School of Law**

Dear Mr. Roe:

We are pleased to have wired from [redacted] $100,000 representing a charitable gift payable to The George Mason University Foundation, Inc. ("Foundation"). Kindly record this donation as a restricted gift to be applied for the sole purpose (other than a 6% administration fee in favor of the general operating funds of the Foundation) of supporting CPIP.

We have been impressed with not only the people we have met from the university and CPIP but also their long standing reputation and accomplishments. While we cannot make a firm commitment for future donations at this time, we will continue to have a dialogue with you in considering future donations.

We do not require any recognition of our name for the donation and would request, in fact, that our name not be published on any list of donors disseminated by the Foundation or the University. Kindly acknowledge receipt of the enclosed donation by executing the enclosed copy of this letter where indicated below.

[redacted]

RECEIPT ACKNOWLEDGED
THE GEORGE MASON UNIVERSITY FOUNDATION

BY: [signature]

TITLE: Controller George Mason University Foundation, Inc.

090206A

September 11, 1992

EMINENT SCHOLAR

[redacted] hereby agrees and acknowledges to the George Mason University Educational Foundation, that through its gifts, and through the grants and contributions of others, we will use best efforts to raise the funds to establish the [redacted] Endowment Fund in Urban Systems Engineering" ("the Fund"), which shall be added to the University's Eminent Scholars Endowment Fund.

The initial installment thereof was a $25,000 grant from the [redacted] to the George Mason University Educational Foundation, given in the name of [redacted] representing the honoree-designated proceeds of the [redacted].

Subsequent installments thereof shall be in the form of gifts, grants, and contributions to be used by the George Mason University Educational Foundation to pay for premiums on a life insurance policy in the amount of $475,000 owned by the Foundation on the life of [redacted]. If the Foundation receives gifts, grants, contributions, and income from the Fund that in total exceed the annual premium on such policy, the Foundation shall reduce the face amount of such policy by the amount of such excess by executing on a timely basis the appropriate insurance company forms (so that the Foundation will receive a total of $500,000 from all sources). If the Foundation receives gifts, grants, contributions, and income from the Fund that in total are less than the annual premium on such policy, the Foundation shall apply the dividends, if any, and then the loan proceeds, if any, available under such policy to the payment of such shortfall.

The principal of the Fund shall be kept in a segregated account and shall not be consumed. The income from the Fund shall be used to attract and retain eminent scholars in the field of Urban Systems Engineering at the University through the establishment of the [redacted] Professorship in the Urban Systems Engineering Program." The income from the Fund can also be used to attract and retain the Dean or other Chief Administrative Officer of an Urban Systems Engineering School at the University if such School is ever

established. [redacted] shall receive an annual accounting of contributions to the Fund, income earned by the Fund, and income used by the Fund.

If [redacted] requests the Foundation to change the name of the [redacted] Endowment Fund in Urban Systems Engineering" and the [redacted] Professorship in the Urban Systems Engineering Program," the Foundation shall honor such request.

Such income is to be matched by State appropriation when and if such funds are provided by the Commonwealth of Virginia for such purposes. If, in the opinion of The Rector and Visitors of George Mason University, all or part of the income of the Fund cannot at some time in the future be usefully applied to the above purpose, it may be used for any related purposes which in the opinion of The Rector and Visitors will most nearly accomplish our wishes and those of the other persons and organizations who have made contributions to the Fund. It is understood, however, that only the income of the Fund which is used for the purposes of the Eminent Scholars Program will be eligible for matching by State appropriation.

Date: 9/14/92 Signed: Lutrelle F. Parker

Lutrelle F. Parker
President
For the George Mason University
Educational Foundation, Inc.

Date: 9/21/92 Signed: [redacted]

090206B

The Dewberry Chair for Civil, Environmental and Infrastructure Engineering

for the

Urban Systems Engineering Program

Statement of Agreement

This agreement entered into on this 13th day of September, 1994 between the [redacted] (the donor) and the George Mason University Foundation, Inc. constitutes a statement regarding the establishment and use of an endowed chair at George Mason University to be known as the Dewberry Chair for Civil, Environmental and Infrastructure Engineering.

This chair is established to honor Sidney O. Dewberry, the co-founder and managing partner of Dewberry & Davis, an award-winning architectural, engineering, planning and surveying firm headquartered in Fairfax, Virginia. Mr. Dewberry has played a leading role in promoting professional development and progress within his field and within Virginia and has a strong interest in introducing *young men and women to the field of urban systems engineering. He worked with* principals of other Northern Virginia area engineering firms to develop educational initiatives at George Mason University leading to the establishment of the Urban Systems Engineering Program. [redacted] In recognition of Mr. Dewberry's involvement in the establishment of the Urban Systems Engineering Program at George Mason University and his keen interest in the education and development of urban systems engineers, this chair is established in his honor.

The [redacted] directs that gifts for the chair be placed in a true Endowed Fund to be held there in perpetuity with only income being distributed and used for the purposes herein set out and that annual earnings of the Endowed Fund be used to

attract and retain eminent scholars in the field of urban systems engineering with the intent of qualifying for matching funds from the Virginia Eminent Scholar Program. It is the intent of the donor that additional gifts from the donor or others may be added to the Endowed Fund from time-to-time.

The Endowed Fund will be maintained and managed by the George Mason University Foundation, Inc. in accord with its endowment policy on behalf of George Mason University.

The donor establishes the following conditions for the endowed chair; and the Foundation agrees to these conditions:

1. The [redacted] will be consulted during the process of selecting a recipient for the chair. In addition, the individual selected will have experience and interest fitting the mission and purpose of the [redacted]

2. Should the [redacted] cease to exist, the selection of the person to fill the eminent scholar chair shall follow as closely as possible the intent of the charter of the [redacted] with the George Mason University Foundation, Inc. serving in the role of the Institute.

3. Should the need for an eminent scholar chair in the Urban Systems Engineering cease, or should the Urban Systems Engineering Program *cease to exist, the George Mason University Foundation, Inc. shall* then direct the Endowed Fund toward programs which, in its opinion, are most closely aligned with the Urban Systems Engineering Program in terms of providing for the development of practitioners whose function is to create, through engineering and related sciences, better living conditions in the urban and suburban environs.

4. The [redacted] may withdraw the funds donated by the institute for the chair or may direct them to another 501(c)3 organization should such funds not be used in the manner described in this agreement.

5. Funds will be invested for growth with all earnings returned to the endowment until such time as the endowment reaches $500,000 with reasonable protection of principal.

[redacted]

President
George Mason University Foundation, Inc.

Hampton Roads
Community Foundation
Inspiring Philanthropy. Changing Lives.

120356

GRANT AGREEMENT

The grant to your organization from the Hampton Roads Community Foundation is for the explicit purposes(s) described in the attached addendum and is subject to your acceptance of the following conditions. To acknowledge this agreement and to accept the grant, **PLEASE SIGN AND RETURN THE ORIGINAL AGREEMENT TO *THE HAMPTON ROADS COMMUNITY FOUNDATION.***

Grantee: George Mason University Foundation, Inc.

Grant No.: Not Applicable **Amount of Grant:** $250,000

Program or Project Title: Study to identify growth targets for the Hampton Roads region's existing industry clusters within a five-year period. Study is based on similar research recently conducted by George Mason University's Center for Regional Analysis for the Greater Washington area.

Grant Period Begins: December 10, 2015 **Ends:** June 30, 2016

Payment Schedule: In two increments as follows: $125,000 prior to December 31, 2015 and $125,000 upon completion of research project

Special Conditions of the Grant: See Addendum A for Description of Study

Interim Report Due: Reports due upon completion of research as defined in Addendum A

Final Report Due: June 30, 2016

Special Provisions: See Addendum A

Program Officer: Donna S. Morris

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued hereunder. The following sections delineate the Foundation's basic obligations of the grantee.

Section One: Announcing Grants

The grantee agency is strongly encouraged to make public announcements about the project. The grantee is requested to acknowledge the Hampton Roads Community Foundation as grantmaker in all media communications, public announcements, or printed materials concerning the project.

Copies of such communications and announcements, and of published references to the grant, should be sent to the Hampton Roads Community Foundation for its records.

In addition, grants approved by the Hampton Roads Community Foundation's Board of Directors are reported to the community through the Hampton Roads Community Foundation's newsletter, annual report, and periodic listing of grants. The Hampton Roads Community Foundation also issues press releases describing individual projects or programs.

Section Two: Expenditure of Funds

This grant is to be used only for the purpose described above and in accordance with the approved budget. The program is subject to modification only with the Hampton Roads Community Foundation's prior written approval.

A. The Hampton Roads Community Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant, and/or to require a refund of any unexpended funds as follows:

1. at the end of the grant period, or
2. if the Hampton Roads Community Foundation determines that the grantee has not performed satisfactorily in accordance with the approved program and budget, or in raising all funds needed to implement the approved project, or
3. if the grantee loses exempt "public charity" status under Section 501(c)3 of the Internal Revenue Code.

B. No funds provided by the Hampton Roads Community Foundation may be used for any political campaign, or to support attempts to influence legislation by any governmental body, other than through making available the results of nonpartisan analysis, study, and research.

C. Unless specifically authorized by the Hampton Roads Community Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date and may be incurred only as necessary to carry out the purposes and activities of the approved program.

D. The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

Section Three: Reports to the Hampton Roads Community Foundation

Grantee organizations are expected to report to the Hampton Roads Community Foundation on the progress of their program or project according to the schedule described in this grant agreement.

The final report must summarize the achievements of and lessons learned from the project, provide a financial accounting for the expenditure of grant funds and report on measurable outcomes. Reports will be considered late if received after the dates specified on page one of the Agreement. The timeliness and quality of both the narrative and financial sections of progress reports will be factors in evaluating the grantee for future funding.

Section Four: Limit of Commitment

If the payment schedule stipulates payment over multiple years, payments in future years are conditioned on Foundation review of the project's progress.

Unless otherwise stipulated in writing, this grant is made with the understanding that the Hampton Roads Community Foundation has no obligation to provide other or additional support to the grantee.

Hampton Roads Community Foundation:

_____
Deborah M. DiCroce, Ed.D.
President and CEO

_____
Date

Grantee:

Janet Bingham
Authorized Signature

JANET BINGHAM, PRESIDENT
Print Name and Title

12-10-15
Date

ADDENDUM A

DESCRIPTION OF STUDY GRANT

OVERVIEW

This document provides a description of HRCF's grant to the George Mason University Foundation, Inc. for research conducted by The Center for Regional Analysis at George Mason University (Stephen S. Fuller, Senior Advisor and Director of Special Projects).

ENGAGEMENT GOAL

Within the context of HRCF's recently launched *Reinvent Hampton Roads*, provide critical research to identify growth targets for the region's existing industry clusters within a five-year period.

RESEARCH OBJECTIVES [as developed by Dr. Fuller]

The research proposed herein is designed to identify growth targets and public policies that offer solutions to the current state of the Hampton Roads' Metropolitan Area economy that has underperformed the U.S. economy each year since 2010 and continues to lag its peer metropolitan area economies as a consequence of its over-dependence on federal spending as its principal driver of high-value added employment growth. To re-position the Hampton Roads regional economy for accelerating growth over the next five years will require building on its competitive advantages for non-federally dependent, business-to-business transactions within the regional, national, and global economies. The research proposed here is designed to identify: (1) existing advanced industrial clusters that offer the regional economy its best opportunities for nurturing high-value added employment growth in the shortest period; and (2) state and local government policies, incentives, and investments that would best contribute to achieving these higher growth rates going forward.

Specifically, the objectives of this research are: (1) to identify and quantify the region's competitive advantages, differentiating these sub-regionally as appropriate, that can be the basis for and accelerate economic growth over the next five years; (2) to identify the core non-federally dependent advanced industrial clusters serving non-local markets within the Hampton Roads regional economy, and within its local jurisdictions as appropriate, that are beneficiary of the Hampton Roads regional competitive advantages; (3) to identify the Hampton Roads regional competitive disadvantages, and its local jurisdictions' as appropriate, that are acting to constrain the economic growth of these high potential, high-value added advanced industrial clusters that if ameliorated would enable the regional economy to increase its performance towards achieving its growth potentials; (4) to identify state and local policies, initiatives, and investments that, if implemented, would contribute to accelerating the achievement of the Hampton Roads regional high-value added

economic growth potentials; and (5) to recommend regional economic strategies to guide state and local economic development initiatives consistent with achieving the Hampton Roads metropolitan area's potential growth targets by 2020 and sustaining this growth trajectory going forward.

The resulting research findings and recommendations will be designed to support high-level discussion and debate among public officials and business leaders on the state, regional, and local actions required to achieve the region's economy recovery and to re-position the regional economy for future growth rates exceeding the national average. The forum for these discussions could include a regional economic summit or a series of summits to explore the opportunities and means for diversifying the region's economy based on its unique competitive position in the national and global market place.

RESEARCH PLAN [as developed by Dr. Fuller]

The proposed research plan is designed to address the research objectives outlined above. Each of these objectives comprises a major research task consisting of a series of analyses, some independent and others sequential. The results of these tasks will be a roadmap for public officials and business leaders in the Hampton Roads area, at the state and local levels, that can be used to help reshape economic development strategies to better target high-growth potential businesses, to address public sector incentives and disincentives, public policies, and public investments, and to initiate cooperative and inter-jurisdictional activities among business groups, local governments, and not-for-profit organizations, all designed to accelerate the region's economic growth within a five-year period and to establish its growth path for sustaining economic expansion over the coming decade and beyond. The sum of these actions and policies will yield a higher rate of return to the region's economy in aggregate due to the interdependencies that exist among its critical parts: investment capital, work force, intellectual property, business capacity and location, transactions patterns, and information availability. There can be no debate that the regional economy and its growth potentials are larger than the sum of their parts as identified at the local jurisdictional level.

Task 1. Identify and quantify the Hampton Roads region's competitive advantages that can be the basis for and accelerate economic growth over the next five years and differentiate these sub-regionally as appropriate. These in-depth analyses will establish the relative magnitudes of these competitive advantages and link them to specific business clusters. These analyses will utilize existing data sets to include 6-digit occupational profiles, NAICS data at the 6-digit level, wage and salary data files, employment listings data from O*NET and Burning Glass, and industry profiles from Dun and Bradstreet and Hoover. Comparative advantages will be established by analyses of peer metropolitan areas as well as for the national economy. Forecasts will be provided by IHS Economics, Inc. The product of these analyses will be a full

definition and quantification of the competitive advantages (and disadvantages) that would support or deter the growth of businesses located in the Hampton Roads area in regional, national, and global markets over the 2015-2020 period.

Task II. Identify the core non-federally dependent advanced industrial clusters serving non-local markets that are located within the Hampton Roads regional economy that are the beneficiary of these competitive advantages, and within the region's local jurisdictions as appropriate. Econometric modeling will be employed to identify and measure the industrial clusters that have sufficient mass and growth potential in the Hampton Roads region to potentially provide the foundation for replacing the economic growth momentum previously provided by federal procurement spending. It is expected that five to seven of these complex and interdependent, high-growth potential, and high-value added advanced industrial clusters will be identified in which the Hampton Roads region possesses competitive advantages at the national and global scale. It is likely that some of these clusters of advanced industries will have multi-regional components, as is the case with advanced security services. Biomedical services would be similar and include health services, biotech (R&D), specialized medicine, medical equipment manufacturing and others. Other advanced industrial clusters may be more geographically limited. The objective of this task is to define, describe, and quantify these advanced industrial clusters for which the Hampton Roads region possesses clear competitive advantages for high-value added, accelerated growth over the 2015-2020 period and beyond.

Task III. Identify the Hampton Roads region's disadvantages, and among local jurisdictions as appropriate, that are acting to constrain the economic growth of these high potential, high-value added core industrial clusters that if ameliorated would enable the regional economy to increase its performance towards achieving its growth potentials. The scope of this task includes several parallel tracks. Five to seven representatives of each of the five to seven industrial clusters (approximately 50 in total) will be contacted and interviewed in person to secure primary information regarding local and other factors that are affecting these firms' abilities to increase their respective rates of growth. The targets for these interviews will reflect the geographic distribution of the cluster's constituent companies and their mix of markets. These interviews will provide the basis for further analysis of these identified constraints, disincentives, capacity limitations, policies—at the local or state level—that if altered could contribute to these businesses' more rapid expansion. Other sources that will be relied upon will include recent research conducted by public and private organizations regarding infrastructure constraints and requirements, labor force trends and workforce development requirements, and business financing and venture capital limitations unique to the Hampton Roads region.

Task IV. Identify state and local policies, initiatives, and investments that if implemented would contribute to accelerating and achieving the Hampton Roads

region's economic growth potentials. The business surveys conducted as part of the process identified in Task III will also be designed to provide information on positive actions that local and state governments can implement that would provide incentives for expansion or business investment attraction. The research findings generated from these CEO-level surveys regarding policy, regulatory and tax incentives, and public investment requirements will be expanded by analyses from secondary sources, recent research reports, and the national experience with innovative methods designed to grow the local business base through market expansion and re-positioning. Select interviews with relevant public agency professionals responsible for planning and implementing infrastructure improvements and expansion as well as not-for-profit organizations with special interests in the region's infrastructure will provide additional input to these analyses and research findings.

Task V. Recommend regional economic strategies to guide state and local economic development initiatives consistent with achieving its growth targets by 2020 and sustaining this growth trajectory going forward. Based on the research results developed in Tasks I-IV, and the analyses of economic development literature and professional reports concerning best practices relative to growing the business base of regional economies and of their constituent jurisdictions, the research team will formulate specific economic development strategies tailored to the competitive position, economic structure, and institutional framework of the Hampton Roads metropolitan region. These economic development strategies will be targeted to advancing the region's growth trajectory and be designed to achieving the region's goal of economic diversification and accelerated growth of high-value added businesses not dependent on federal procurement spending. The results of this task will be presented to select working groups, local chambers of commerce, and local economic development departments for vetting, discussion, and revision.

Task VI. Present research findings to sponsoring entities, participate in discussions and forums considering the research results, and provide professional staff services in support of a regional economic summit. The results and recommendations developed from this research will be presented at interim and continuing stages of their development to gain external input and direction, to foster understanding and constructive debate, and to gain acceptance and ownership. These presentations and work sessions will be organized with the assistance of the sponsoring organizations and at the invitation of interested parties, both private and public.

The roadmap for economic revitalization that will result from the research outlined above is designed to provide the foundation for a regional economic summit to be held in the Spring of 2016 with representatives of local and state government, business leaders, and representatives from not-for-profit organizations interested in the region's economic future with attendance spanning the jurisdictions comprising

the Hampton Roads metropolitan area. Full participation in this economic summit is included in the proposed scope of services, but the actual organization and conduct of this economic summit is not included and would be the responsibility of other organizations.

RESEARCH TEAM [as developed by Dr. Fuller]

The research plan outlined above will be implemented by a team led by GMU's Center for Regional Analysis and directed by Dr. Stephen S. Fuller. In addition to CRA, the research team will include Dr. Ellen Harpel (President of Business Development Advisors) to provide expertise on business development incentives and disincentives and to direct a team of local professionals in conducting the high-level business interviews. The Research Team will also include sub-contractors from Old Dominion University who will undertake specific research tasks to be coordinated by CRA.

120442

FILE

MEMORANDUM OF UNDERSTANDING

The Edwin W. and Helen M. Lynch Fund
George Mason University

This Memorandum of Understanding between Edwin W. and Helen M. Lynch and the George Mason University Foundation, Inc. (Foundation) constitutes an agreement regarding a $2 million contribution to establish the Edwin W. and Helen M. Lynch Fund (Fund). The Fund shall be used to create and maintain the Retreat and Conference Center (Center) of the George Mason University (University) to be established on the Lynch property known as "Point-of-View," located at 7301 Old Spring Drive, Mason Neck, Virginia, and to support the activities of the Institute for Conflict Analysis and Resolution (ICAR).

It is the intent of Mr. and Mrs. Lynch that the residual of a $2 million gift, to be placed into a charitable remainder annuity trust, be used to create the Lynch Fund for the planning and construction of the Center and/or the establishment of an endowment for the support and maintenance of the Center and related activities of ICAR. It is the Foundation's intent to set up a fund that will allow for the current use of principal when necessary to further develop the property into an internationally renowned center for conferences, teaching and research regarding conflict resolution, as well as set principal aside for future use as an endowment.

It is the desire of Mr. and Mrs. Lynch that the Foundation use this gift as a challenge to the University to prominently feature the funding needs of ICAR in the University's current capital campaign. It is the intent of the Foundation on behalf of the University to match the generosity of this gift by raising at least $5 million to develop the Center and in support of ICAR.

If, for any reason, the University decides to discontinue its program of conflict analysis and resolution as part of its mix of academic programs, the Foundation, in consultation with the Lynches immediate descendents and the University, should have the opportunity to identify an appropriate use within the University, or designate an appropriate 501(c)3 organization as recipient of any remaining principal in the Fund so that it can continue to be used for a purpose as closely related as possible to the original intent of Mr. and Mrs. Lynch.

Edwin W. Lynch — August 3, 2000
Signature of Edwin W. Lynch — Date

Helen M. Lynch — August 3, 2000
Signature of Helen M. Lynch — Date

August 4, 2000
Judith Marshall Jobbitt, President — Date
George Mason University Foundation, Inc.

dc/Lynch Fund
8/2/00

120442

MEMORANDUM OF UNDERSTANDING

The Edwin W. and Helen M. Lynch Challenge Grant
George Mason University

This Memorandum of Understanding between Edwin W. and Helen M. Lynch and the George Mason University Foundation, Inc. (Foundation) constitutes an agreement regarding a $500,000 contribution to be used as a challenge grant to encourage the George Mason University Institute for Conflict Analysis and Resolution (ICAR) to raise additional private support over a five-year period. The contribution will be used to support the general programs and activities of ICAR.

Edwin and Helen Lynch believe strongly in the purpose and mission of ICAR and have been long-standing supporters of ICAR. They believe that other individuals, corporations, and foundations will do the same with proper encouragement. Therefore, it is the intent of Mr. and Mrs. Lynch that the $500,000 be held by the Foundation with $100,000 being distributed to ICAR each year for five years as a match for $100,000 in private contributions from new sources of support. Any interest earned or income generated over the five-year life of the grant will be distributed on the sixth year also as a match to other funds raised from private support.

It is the desire of Mr. and Mrs. Lynch that the Foundation use this gift as a challenge to the University to prominently feature the funding needs of ICAR in the University's current capital campaign. It is the intent of the Foundation on behalf of the University to match the generosity of this gift by raising at least $5 million to develop the Center and in support of ICAR.

Edwin W. Lynch — August 3, 2000
Signature of Edwin W. Lynch — Date

Helen M. Lynch — August 3, 2000
Signature of Helen M. Lynch — Date

Judith Marshall Jobbitt — August 4, 2000
Judith Marshall Jobbitt, President — Date
George Mason University Foundation, Inc.

dc/Lynch Grant
8/2/00

120442

MEMORANDUM OF UNDERSTANDING

Retreat and Conference Center
George Mason University

This Memorandum of Understanding between Edwin W. and Helen M. Lynch and the George Mason University Foundation, Inc. (Foundation) constitutes an agreement regarding the use of the property contributed to create and maintain a retreat and conference center (Center) at George Mason University (University) primarily to be used by the Institute for Conflict Analysis and Resolution (ICAR). The property involved is the Lynch home and its 39 contiguous acres, known as "Point-of-View," located at 7301 Old Spring Drive, Mason Neck, Virginia.

It is the intent of Mr. and Mrs. Lynch that the Center be used as an instrument of the University to help people resolve differences and work through disputes in a secluded and restful environment. It is the Foundation's intent to assist the University in securing funds to further develop the property into an internationally renowned center for conferences, teaching and research regarding conflict resolution.

It is the desire of Mr. and Mrs. Lynch that the Foundation use this gift as a challenge to the University to prominently feature the funding needs of ICAR in the University's current capital campaign. It is the intent of the Foundation on behalf of the University to match the generosity of this gift by raising at least $5 million to develop the Center and in support of ICAR.

If, for any reason, the University should decide to close the Center or change the Center's primary mission from conflict analysis and resolution, the Foundation, in consultation with the Lynches' immediate descendents and the University, shall identify an appropriate use within the University or designate an appropriate 501(c)3 organization as recipient of the real property so that it can continue to be used for a purpose as closely related as possible to the original intent of Mr. and Mrs. Lynch. Nothing herein shall be construed as limiting Foundation's ability to transfer the property to George Mason University.

Edwin W. Lynch — August 3, 2000
Signature of Edwin W. Lynch — Date

Helen M. Lynch — August 3, 2000
Signature of Helen M. Lynch — Date

Judith Marshall Jobbitt — August 4, 2000
Judith Marshall Jobbitt, President — Date
George Mason University Foundation, Inc.

dc/Lynch Prop
8/2/00

010511

George Mason University Foundation, Inc.

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 20th day of July, 1990 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Vernon M. Lynch and Minnie I. Lynch Chair for Conflict Resolution Eminent Scholars Endowment Fund in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Lynch Chair Endowment Fund are to be held in the George Mason University Foundation, Inc. The purpose of this account is to establish a chair for the Conflict Resolution Center to be known as the Vernon M. Lynch and Minnie I. Lynch Chair for Conflict Resolution, in memory of the parents of Edwin Lynch.

Procedures

The President of George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The fund will be maintained as an endowment with the corpus of the fund remaining intact. Interest earned annually may either be transferred to a restricted fund for expenditure or added back to corpus, at the discretion of the project director. All requests for disbursements from the Lynch Chair Endowment Fund must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director.

George W. Johnson
President
George Mason University

Elizabeth C. Dahlin
Vice President
George Mason University
Executive Director
George Mason University
Foundation, Inc.

4400 University Drive, Fairfax, Virginia 22030-4444 (703) 764-7841

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Mr. John C. Wood
Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

0/05//

Druckman Appointed to Lynch Chair

(3rd holder of the Lynch Chair)

BY FRAN RENSBARGER



Daniel Druckman, professor at the Institute for Conflict Analysis and Resolution (ICAR), was appointed to hold the Vernon M. and Minnie I. Lynch Chair of Conflict Resolution. Recognized as one of the most prestigious positions in the field of conflict resolution, the chair was endowed in 1987 by Edwin and Helen Lynch, major ICAR contributors, in memory of Mr. Lynch's parents. The Lynch Chair was previously held by James Laue and past ICAR director Kevin Clements.

During his three-year term, Druckman plans work on a set of projects that will generate and utilize conflict resolution theory and research findings. The projects include preparing an ICAR doctoral course textbook, *Doing Research: Methods of Inquiry for Conflict Analysis*, enhancing the negotiation software package he developed with the International Center for Applied Studies in Information Technology, and contributions to Project Jerusalem. He also plans to continue cooperative research in and development of curricula for new conflict resolution programs in universities in Europe, the Middle East, and Latin America.

Druckman, who began teaching at George Mason in 1984, has been coordinator of ICAR's doctoral program since 1997. He received a teaching excellence award from George Mason in 1998 and has won national awards for his work on negotiation and on nationalism. Druckman's numerous publications include recent articles in the *Journal of Conflict Resolution*, *Group Decision and Negotiation*, and *International Negotiation*. In addition, he has written, cowritten, or edited 11 books. Currently, he is coediting with Sandra Cheldelin and Larissa Fast *Conflict: From Analysis to Intervention*, a textbook of contributions from the ICAR faculty. Prior to becoming a full-time professor at Mason, Druckman directed several studies on human performance and international conflict resolution at the National Research Council. He received his Ph.D. in social psychology at Northwestern University.

On Jan. 25, Druckman will make his inaugural presentation to the ICAR community on puzzles in search of researchers.

Mason Gazette
January / February 2002

RECEIVED
JUN 8 1987

George Mason University Foundation, Inc.

OFFICE OF THE DIRECTOR OF DEVELOPMENT

090007

MEMORANDUM OF UNDERSTANDING

This agreement, made and entered into on the 18th day of May 1987 between George W. Johnson, President, George Mason University and the George Mason University Foundation, Inc., constitutes a statement regarding the use of funds contributed to the Planning Research Corporation (PRC) Chair Account in the George Mason University Foundation, Inc.

Purpose of the Fund

Grants and contributions to the Planning Research Corporation (PRC) Chair are to be held in the George Mason University Foundation, Inc. The purpose of this account is to provide funding for an eminent scholars chair.

Procedures

George W. Johnson, President, George Mason University will be the Project Director of this account in the George Mason University Foundation, Inc. The corpus of the fund is to remain intact. Interest accrued each year is to be spent on the Eminent Scholars Program according to Commonwealth of Virginia regulations. All requests for disbursements from the PRC Chair account must be accompanied by receipts or other appropriate back-up. Any change in this Memorandum of Understanding will be signed by the Project Director and the Director of University Development at George Mason University.

Elizabeth Carlson Dahlin
Director of Development
George Mason University

George W. Johnson
President
George Mason University

4400 University Drive, Fairfax, Virginia (703) 323-2443

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Mr. David Tillotson
Mr. James W. Todd
Mr. Carrington Williams
Mr. John C. Wood
Mr. William B. Wrench

Advisory Board
Dr. Dorothy I. MacConkey

120358

MEMORANDUM OF UNDERSTANDING

THE DWIGHT SCHAR ENDOWED FACULTY CHAIR

This Memorandum of Understanding (MOU) between Dwight Schar (Donor) and the George Mason University Foundation, Inc. (Foundation) constitutes an agreement regarding the establishment and use of resources contributed to endow the Dwight Schar Faculty Chair (Schar Chair) at George Mason University.

The Donor intends that his pledge of $1 million be used to establish the Schar Chair as a university chair with decisions regarding appointment to be made at the discretion of the university president upon recommendation of the provost. Appointments will be held for terms of one to ~~three~~ five years and can be awarded in any of the schools and disciplines encompassed by George Mason University.

In order to fund the Schar Chair Endowment and also provide for its immediate award, a pledge of $1 million will be paid in the following manner on or before:

Year	Amount to Endowment	Amount to Current Use
2002	$50,000	$50,000
2003	$50,000	$50,000
2004	$50,000	$50,000
2005	$50,000	$50,000
2006	$50,000	$50,000
2007	$50,000	$50,000
2008	$50,000	$50,000
2009	$50,000	$50,000
2010	$50,000	$50,000
2011	$50,000	$50,000

The Donor intends that the endowment portion of this gift be established with the restriction that funds designated to the endowment be held in perpetuity with only the income distributed according to the policies of the Foundation for the purposes stated within this MOU. The Schar Chair is established to attract and retain an eminent scholar with the intent to qualify for matching funds from the Virginia Eminent Scholars program.

Mason Hall, MSN 1A3
4400 University Drive
Fairfax, VA 22030-4444

T: 703.993.8850
F: 703.993.8851
E: campaign@gmu.edu
www.campaign.gmu.edu

Should circumstances within George Mason University change to the extent that the purpose for which this endowment has been established is no longer extant, then under the direction of the Board of Trustees of the Foundation, after consultation with the Donor if possible, the income shall be used for a purpose as closely related to the original intent of the Donor as possible.

While it is the Donor's intention to honor this pledge, this MOU is not to be interpreted as an enforceable legal obligation, and the Donor reserves the right at any time to revoke the pledge, in whole or in part, for any reason or no reason at all.

6-18-02

Dwight Schar — Date

6-18-2002

Judith Marshall Jobbitt — Date
President
George Mason University Foundation, Inc.

The Campaign for George Mason University Tops $83 Million

BY DENISE ST. OURS

More than $5 million has been raised in gifts and pledges since the public launch in April of The Campaign for George Mason University, which seeks to raise a minimum of $110 million in private support by June 2005. The campaign total now exceeds $83 million, which includes the $78 million raised during the campaign's pre-public phase.

$1-Million Gift Funds Faculty Chair

A recent $1-million gift to fund a faculty chair from Dwight C. Schar, chairman and CEO of NVR Inc., has helped propel the campaign forward. Schar is a member of the university's campaign committee and a former member of the George Mason University Foundation Board of Trustees.

In recognition of this gift and Schar's longtime support and service to the university, the chair has been named the Dwight Schar Faculty Chair. Stephen Fuller, professor of public policy and director of the Center for Regional Analysis, has been appointed the chair's inaugural holder. (See story below.) Faculty appointments will rotate among schools and disciplines to strengthen and enhance programs across the university.

The campaign initiated efforts to seek additional research funds for the center from a consortium of area business leaders. Commitments totaling more than $350,000 have been made. Contributors include Giuseppe Cecchi, president and CEO, The IDI Group Companies; John Hazel Jr., partner, Reed Smith LLP; William Hazel, chairman of the board, William A. Hazel Inc.; Michael Kahn, president, Michael P. Kahn and Associates LC; and John Toups, retired president and CEO, Litton PRC Inc.

Pool Named for McKay

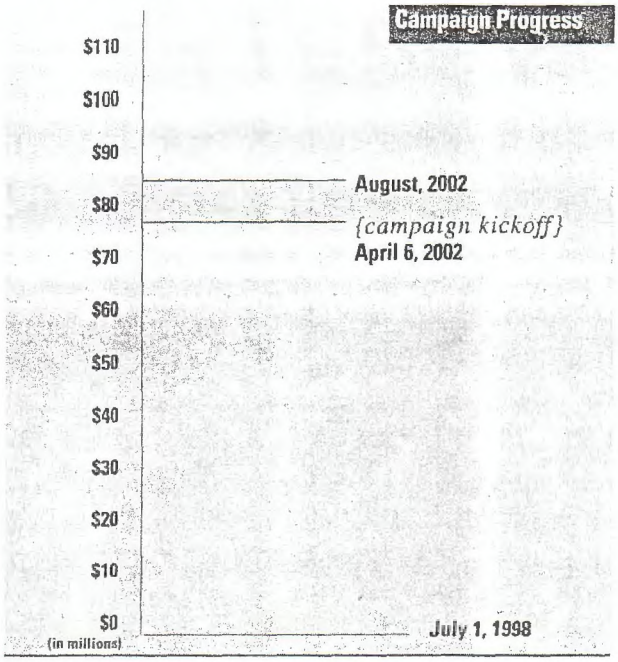
The swimming and diving competition pool at the Aquatic and Fitness Center has been named for the late James "Smilin' Jim" McKay, founding owner of Jim McKay Chevrolet Inc. The Jim McKay Natatorium was officially dedicated on Aug. 16.

The naming of the natatorium recognizes Jim McKay's legacy of community involvement and his longtime support of the university. Jim McKay and his wife, Ruth, established a trust to fund major endowments for scholarships for disadvantaged students and student athletes, and to support aquatic programs at the Fairfax Campus. The McKays' deferred gift was announced at the campaign kickoff dinner in April.

Initiatives Spark Support

Two special initiatives have sparked campaign support within the College of Arts and Sciences. The Economics Department has raised more than $260,000 through its Friends of Economics fund, which will support research and education endeavors centering on free markets and individual liberty. In addition, faculty members and forensics team alumni have raised gifts and pledges totaling more than $100,000 for an endowment fund to support team scholarships and activities.

For more information about the campaign, see www.campaign.gmu.edu.



George Mason University Foundation Board Elected

During its June annual meeting, the George Mason University Foundation Board of Trustees reelected as chairman Lovey Hammel, '88, president, Employment Enterprises Inc. Paul Kyle, president, King Wholesale Inc., was reelected vice chairman. Elected secretary and treasurer, respectively, were trustees James Hazel, J.D. '84, special advisor to Gov. Mark Warner; and Michael Anzilotti, M.B.A. '83, president and CEO, First Virginia Bank.

Newly elected trustees are Ricky Brown, president, D.C. metro region, and group president, D.C.–Northern Virginia, BB&T; Carol Walcoff Dixon, president, Bellwether Research Inc.; W. James Green, senior vice president, TRW Inc.; Edwin Lynch Jr., owner and president, Gunston Land Company; and Juan "Jack" Mencia, '84, president and CEO, The Cube Corporation.

Reelected to second and third terms were Anzilotti, Hammel, and Edward Bersoff, managing director, Quarterdeck Investment Partners; Otis Coston Jr., chairman of the board and president, Stonemark Corporation; J. Hamilton Lambert, president, J. Hamilton Lambert and Associates; Earl Stafford, chairman and CEO, UNITECH; and D. Jean Wu, M.S. '87, president, Integrated Management Services Inc.

Appointed to academic two-year terms were Sara Cobb, director, Institute for Conflict Analysis and Resolution, and Michael Ferri, George Mason University Foundation Professor of Finance, School of Management.

Fuller Appointed As First Dwight Schar Faculty Chair

BY DENISE ST. OURS

Stephen Fuller, professor of public policy and director of the Center for Regional Analysis, has been appointed the inaugural holder of the Dwight Schar Faculty Chair. A recent $1-million gift from Schar, chairman and CEO of NVR Inc., initiated the creation of the new chair. Fuller's appointment is for a term of five years.

"This appointment recognizes Professor Fuller for his innovative work within the Center for Regional Analysis," says Provost Peter Stearns. "Funding to provide faculty with the tools needed to advance knowledge and maximize creativity is critical to the university's mission."


Stephen Fuller, Dwight Schar Faculty Chair

Fuller's research has focused on the changing economic structure of the Washington metropolitan area, and the impact of the evolving role of the federal government as a major source of new jobs and business activity within the overall economy. This research has led to the development of a series of indicators that track the current and near-term performance of the area's economy.

"Stephen Fuller is a respected leader in both the academic and business communities, and I am pleased he will continue to serve George Mason and the region in this new capacity," says President Alan Merten.

Fuller, who received his Ph.D. from Cornell University, joined the faculty at George Mason in 1994 after serving 25 years as a professor at George Washington University. He has written more than 500 articles, papers, and reports in the fields of housing, urban planning, and economic development. Fuller serves on the Governor's Advisory Board of Economists for the Commonwealth of Virginia.

School of Management Delivers Special M.B.A. Program to Northrop Grumman Employees

BY ROBIN HERRON

Over the next five years, the School of Management expects to reach 75 Northrop Grumman Information Technology employees with a special version of its part-time M.B.A. program. Using a combination of online and traditional classroom delivery methods, the program will be available to Northrop Grumman employees at locations around the country.

"The School of Management is leveraging its expertise in distance learning to serve the educational needs of the professional business student," says Andres Fortino, director of the M.B.A. and M.S. in Technology Management programs. "In this program, we'll be doing a blended version of distance learning using an approach we call Classroom Plus to extend the classroom environment to those in separate geographic locations. We'll be doing a lot of teaching and learning online, but we'll still have face-to-face residencies and also use video conferencing. You still need the face-to-face experiences in management education to get the synergy going—to get more intense and frequent 'aha!'s in the learning." George Mason's M.B.A. residencies will be conducted several times per year at the company's Reston facility.

Under the contract specifications with Northrop Grumman Information Technology, three cohorts of students will undertake the program, beginning with a group in the spring of 2003. The company is offering the program to promising employees it plans to groom for executive positions. Applicants will be required to meet the same admissions criteria as traditional M.B.A. applicants, and the program will adhere to the existing curriculum, with electives tailored to the industry and management-level focus of each student.

"We are pleased to offer our high-potential employees this unique M.B.A. program," says Pat Sherod, executive director of organization and workforce development at Northrop Grumman Information Technology. "This program offers the blend of online learning and face-to-face experience. It will provide our leaders with an M.B.A. program that is customized to the federal contracting industry and supplemented by special guest speakers, presentations, and projects typical to our IT environment. Participants will have exposure to Northrop Grumman Corporate and the IT sector leadership."

Northrop Grumman Information Technology is an IT leader and provider of advanced IT solutions, engineering, and business services for government and commercial clients. Headquartered in Herndon, Virginia, the company has more than 22,000 employees and expertise that spans information systems integration; command, control, communications, computers, intelligence, surveillance, and reconnaissance; enterprise hardware and software solutions; training and simulation; base and range support; signals intelligence; space systems; and specialized scientific, engineering, and technical services.

070092

Memorandum of Understanding

Stanton Foundation
And
Antonin Scalia Law School at George Mason University

This document is a Memorandum of Understanding ("MoU") describing the agreement between the Stanton Foundation ("the Foundation") and Antonin Scalia Law School at George Mason University ("Host Institution") in conjunction with its acceptance of an invitation to participate in the Foundation's First Amendment Clinic ("FAC") program.

1. General understandings.
As a general condition of participation in this program, the Host Institution supports involving law students in First Amendment issues, defending First Amendment interests, and advancing First Amendment law, as more fully described in the enclosed Information Sheet.

2. Responsibilities of the Host Institution.
The Host Institution shall:

- Identify a tenured faculty member who can serve as director of the FAC.
- Select a First Amendment Fellow with a profile and a research interest consistent with the purposes of the program and the specifications described below:
    - The Fellow must be a US citizen;
    - The Fellow must be a law graduate with practice experience and background in constitutional law; and
    - The Fellow must be capable of day to day management of the Clinic program, including the supervision of law student participants.
- Ensure that the Fellow is in residence on a full-time basis during his or her fellowship term.
- Provide reports to the Foundation as follows:
    1. Six months after the effective date of this MoU, the Host Institution shall provide an initial report describing the steps taken to establish the FAC, including (a) the name and professional background of the faculty member designated to serve as director of the FAC; (b) the process by which the Fellow was recruited and selected, the name of the Fellow, a copy of his or her resume, and the start and end dates of the fellowship term; (c) the number of students who have participated in research and/or advocacy through the FAC; and (d) a brief description of the legal matters/cases that have been initiated by the FAC.
    2. Beginning one year after the effective date of this MoU and annually thereafter, the FAC director shall provide a report describing the activities of the FAC including (a) a report on, and evaluation of, the work of the Fellow, (b) the number of students who have participated in research and/or advocacy through the FAC; and (c) a brief description of the legal matters/cases that have been initiated by the FAC.

3. Thirty days following the completion of the Fellow's term the FAC director shall provide a report that (a) summarizes the Fellow's work during his or her term, and (b) recommends any improvements for the selection process or program in general.
4. Six months after the effective date of this MoU, the Host Institution shall provide a report of its actual expenditures under the grant relative to each budget category. The Host Institution shall provide a similar report one year after the effective date of this MoU and then annually thereafter.

3. Responsibilities of the Stanton Foundation.
The Stanton Foundation shall:

- Provide total annual funding for this program at a level of $150,000 per year. This payment includes a minimum $$60,000 stipend for the Fellow as well as direct and indirect costs. (See Information Sheet 2 for the model budget).
- Promptly review the work product of each Fellow and overall performance of the Host Institution at the end of each fellowship year (or other year-end period as agreed).

The Foundation may, from time to time, hold conferences on issues of interest to First Amendment Clinics to which Director, Fellow and students will be invited to attend at the Foundation's expense.

4. Other Understandings.
The Host Institution will return a fully executed copy of this Memorandum to the Stanton Foundation no later than November 1, 2018. Funding will be provided in May 2018 provided that the Host Institution has confirmed the name of the Fellow selected and accepting the position.

Accepted on behalf of Antonin Scalia Law School

Name	Title	Date
Henry N. Butler	Dean	October 24, 2017
Printed Name		

Accepted on behalf of George Mason University Foundation, Inc.

Name	Title	Date
Janet Bingham	PRESIDENT	10.25.17
JANET BINGHAM		
Printed Name		

Memorandum of Understanding

Accepted on behalf of the Stanton Foundation

Elisabeth Allison — Co-director — Oct 30, 2017
Elisabeth Allison — Co-director — Date

AHW per EA — Oct 30, 2017
Andrew Weiss — Co-director — Date

THE STANTON FOUNDATION

Information Sheet (1): First Amendment Clinic Program

Mission

(1) Support freedom of expression and civic engagement by enhancing law students' understanding of the First Amendment and providing a resource for organizations, students, journalists and citizens defending and advancing First Amendment issues; and (2) produce law school graduates who, as practitioners and members of their communities, will exercise leadership in the support of First Amendment values. For the purposes of this agreement, First Amendment issues include free speech, freedom of the press, and freedom of assembly but exclude religion and church/state issues.

Expectations

Regional focus. There are a small number of national, high profile First Amendment cases where currently double digit numbers of somewhat similar amicus briefs are typically filed. Thus, the expectation for the First Amendment Clinics is that they will focus primarily on local or regional issues and reach out to constituencies such as community TV and radio stations, local newspapers, digital media and universities. Cases outside the U.S. will be taken on rarely if ever and only when a case is of enormous pedagogic value.

Emphasis on core First Amendment issues. There are many cases in which the first step is the filing of a request for government information under either federal (e.g., Freedom of Information Act) or state information-access statutes. However, the work of the First Amendment Clinic should be focused on cases where the underlying issue is a First Amendment issue as defined above.

Staffing/participation

Understanding that there may be local variations, the initial staffing model for the First Amendment Clinic will include as compensated positions: one tenured faculty member who will provide overall guidance in project selection and student involvement; one full time Fellow, typically a law school graduate with practice experience and background in constitutional law, to whom day to day case management may be delegated; and some level of administrative support. The term of each Fellowship may be 1 or 2 years at the discretion of the Host Institution. A reasonable number of students (no fewer than four) must participate. It is expected that the institution will reach out to its alumni and friends for further support.

Time horizon

The Stanton Foundation has reserved funds for 5 years support, assuming annual renewal of the grant based on consistency with the guidelines. Assumed allocation of grant funds is shown in Information Sheet (2).

September 2017

Model Budget: First Amendment Clinics

Stanton Grant	$	150,000	
First Amendment Fellow			
Cash compensation	$	60,000	minimum
Benefits - 33%	$	20,000	to be adjusted per university policy
Compensation, FA Fellow	$	80,000	
Available for	$	47,500	
Faculty stipend			
Admin support			
Case funds			
Other			
Overhead (includes facility charge)	$	22,500	Not to exceed 15%

THE RANDOLPH FOUNDATION

Memorandum of Grant Conditions

The Grants of the The Randolph Foundation ("TRF" or the Grantor) are subject to the following conditions:

(1) All funds advanced by TRF under this grant shall be used by the Grantee for the purpose(s) under Sections 501(c)(3) and 170(c)(2)(B)of the Internal Revenue Code of 1986, as amended (the "Code") for which granted, and for no other purpose(s) without the consent in writing of TRF; any unexpended balance remaining in the hands of the Grantee upon the termination of the grant as hereinafter provided shall, at the option of TRF, be returned to it.

(2) The use of the Funds advanced by TRF under this grant shall be commenced with reasonable promptness If, in the sole opinion of TRF, there shall not have been a bona fide commencement of the use of such funds within a reasonable time following the date of acceptance hereof by the Grantee, TRF reserves the right to rescind all or any part of the grant hereby made.

(3) The funds hereby granted shall be advanced by TRF to the Grantee at such time (or times) as mutually agreed upon by the Grantee and TRF.

(4) All funds granted by TRF to the Grantee, until used or disbursed by the Grantee for the purpose(s) of said grant shall not be used for any other purpose(s) and shall not be invested in any manner which would jeopardize or impair in any way their availability for use by the Grantee for the purpose(s) as herein provided, or for return to TRF as herein provided.

(5) No public announcement of this grant shall be made without prior written approval of TRF, except as required by law or government regulation. No use of TRF's name in relation to this grant shall be made in any medium of publication, whether written or oral, without prior written approval of TRF.

(6) The governing body of the Grantee shall adopt a resolution accepting this grant on the terms stated herein and shall furnish to TRF a certified copy of said resolution. In the alternative, the chief executive officer of the Grantee shall advise TRF in writing that he is fully authorized to accept this grant in accordance with its terms on behalf of the Grantee and that in so advising TRF he thereby so accepts this grant.

(7) In addition, the chief executive officer of the Grantee shall submit to TRF a copy of the Grantee's most recent Internal Revenue Service exemption letter under Section 501 (c)(3) of the Code. Also, the chief executive officer of the Grantee shall advise in writing that the Grantee's tax-exempt, public charity (non-private foundation) status under section 501 (c)(3) of the Code is unrevoked, and in full force and effect and is unaffected by the receipt of this TRF grant.

(8) In the event the Grantee is later determined to be a private foundation within the meaning of section 509 (a) of the Code, the Grantee shall cooperate fully with TRF in the exercise of its "expenditure responsibility" under section 4945 (h) of the

Code, and to this end the Grantee, in addition to the requirements set forth above, shall:

(i) repay immediately any portion of the amount granted which is not used for the purpose(s) of the grant;

(ii) continuously maintain all unexpended portions of the grant and all income therefrom in a separate fund dedicated solely to the grant project;

(iii) submit full and complete reports, every six months, on the manner in which the funds are spent (including salaries, travel and supplies) and the progress made in accomplishing the purpose(s) of the grant;

(iv) submit, in addition to the above reports, a final report within forty-five (45) days after the close of its annual accounting period during which the use of the Grant is completed. Such final report shall be in the same form as the six-month reports except that the reporting period shall cover the entire period during which Grant funds were held by the Grantee. Upon completion of the Project, whether or not the Grant has been exhausted prior thereto, the Grantee shall arrange for a review of the complete Project for the Board of Trustees of the Grantor. If any Grant funds or income therefrom remains unexpended at the completion of the Project, the Grantee shall immediately return to the Grantor all such unexpended amounts.

(v) maintain records of all receipts and expenditures related to the project and make its books and records available to TRF at reasonable times;

(vi) not use any of the funds:

(a) to carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945 (d)(1) of the Code);

(b) to influence the outcome of any specific public election, or to carry on directly or indirectly any voter registration drive (within the meaning of section 4945 (d)(2) of the Code);

(c) to make any grant which does not comply with the requirements of section 4945 (d)(3) or (4) of the Code; or

(d) to undertake any activity for any purpose other than one specified in section 170 (c)(2)(B) of the Code.

(9) Failure by the Grantee to file timely reports (if required), the filing of inadequate reports, or any other violation of any provision of this Memorandum by the Grantee shall result in immediate suspension of all future payments from the Grantor to the Grantee, whether or not such payments shall be pursuant to this Memorandum, until such time as such violation is cured. If the Grantee fails to cure such violation within forty-five (45) days of receiving written notice of such

violation from the Grantor, the Grantor may recover from the Grantee all grant amounts previously paid by the Grantor to the Grantee.

(10) The Grantee hereby agrees to indemnify and hold harmless the Grantor, its Trustees, its officers, directors and employees, from any loss, damage or expense arising from the failure of the Grantee to comply with any provision of this Memorandum including but not limited to (i) the payment of any taxes on taxable expenditures under Section 4945 (a) (1) and (b) (1) of the Code, and (ii) the payment of legal fees and other costs of recovering any Grant amounts used by the Grantee in a manner that violates any provision of this Memorandum.

(11) The rights, obligations and interests of the Grantee hereunder may not be sold, transferred, assigned or pledged. In the event of any attempted sale, transfer, assignment or pledge by the Grantee of any such rights, obligations or interests, the Grantor may terminate all future Grant installments and recover from the Grantee all Grant funds previously paid to the Grantee.

(12) The terms of this Memorandum and accompanying letter agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

TERMS ACCEPTED BY:

F. H. Buckley Executive Director Feb 13, 2007

(Signed) (Title) (Date)

(F. H. Buckley)

11/04

[redacted]

[redacted]

November 11, 2014

Jill Bond, Director
Corporate Outreach, Research & Economic Development
George Mason University
135 Research Hall (Research I), Ffx, MSN: 6D5
Fairfax, VA 22030

Dear Ms. Bond:

[redacted] is pleased to be able to provide $75,000 in support for the George Mason University Center for Collision Safety Analysis (CCSA). CCSA is a recognized leader in the field of transportation safety. CCSA, through its computation and modeling capabilities, plays a key role in evaluating and establishing safety standards for the design and development of next generation light weighted materials.

The purpose of this grant is to enable CCSA to conduct research, education and training on light weighted materials. As part of this agreement,

- CCSA will meet with and brief [redacted] on industry trends and regulations on a semi-regular basis;
- [redacted] will provide CCSA with access to its research for purposes of computational analysis and greater understanding of the field;
- [redacted] and CCSA will seek to identify opportunities to draft joint white papers to be presented at relevant industry, government and academic forums; and,
- CCSA will provide transportation /advanced high strength workshops to be hosted by [redacted]

[redacted] looks forward to embarking on this new partnership. We hope that through this preliminary grant, [redacted] is able to lay the foundation for a long-term partnership.

[redacted]

[redacted]

010430

May 9, 2014

Mr. David Roe
Chief Operating Officer
George Mason University Foundation, Inc.
4400 University Drive, MS 1A3
Fairfax, VA 22030-4444

Re: Agreement for Award #14-02277

Dear Mr. Roe:

It is my pleasure to inform you that the [redacted] ("Foundation") has approved a $150,000.00 award to George Mason University Foundation, Inc. ("Awardee") to support a specific project, for the period starting on 5/1/2014 and ending on 4/30/2015, described as follows:

The Energy & Enterprise Initiative. Specific objectives are detailed in Appendix A and the approved budget is included as Appendix B.

Anticipated Payment Date	Payment Amount	Payable Upon Receipt of
5/23/2014	$150,000.00	executed grant agreement

This letter is a legally binding award agreement ("Agreement") that becomes effective when executed by an authorized representative of both Awardee and Foundation. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

Please read the terms and conditions of this Agreement very carefully, including the reporting requirements. The Foundation will not consider award payments or renewals for Awardees who fail to meet reporting requirements.

TERMS AND CONDITIONS

1. **Use of Funds.** Awardee shall use the award funds only for the purposes of the specific project described above. Awardee shall repay to the Foundation any portion of the award funds which is not spent or committed for these purposes by the grant end date. Any significant changes in the purposes for which award funds are spent must be approved in writing by the Foundation before the funds are spent.

2. **Representations Materially Correct.** Awardee confirms that all representations made to the Foundation in connection with this Award, which are or have been relied upon by the Foundation in making this Award, are and/or were true and correct as of the date made and remain true as of the date hereof. Further, Awardee confirms that any documents that it provided the Foundation in connection with this Award do not contain any untrue statement of a material fact, or omit to state a material fact



required to be stated therein or necessary to make the information contained or the statements made therein not materially misleading.

3. **Reporting.** To enable the Foundation to evaluate the effectiveness of this award, Awardee shall submit to the Foundation a written report that contains: (1) a description of the progress that Awardee has made toward achieving the purposes for which this award was made; (2) a financial accounting of the expenditure of award funds; (3) copies of any publications resulting from the award; and (4) a report on Awardee's compliance with the terms of this Agreement. If more than one report is required, the final report shall outline Awardee's use of all award funds and charitable activities from the date of the initial disbursement of this award until Awardee expended the last of the award funds. See Appendix C for specific reporting deadlines.

4. **Material and Significant Underperformance.** Notwithstanding any other term or language in this Agreement, should Awardee, at any time during the term of this Agreement, materially and significantly underperform the goals hereof, the Foundation reserves the right to renegotiate, extend or terminate this Agreement.

5. **Recordkeeping.** Awardee shall maintain books to show the award funds separately. All expenditures made in furtherance of the purposes of the award shall be charged off against the award and shall appear on Awardee's books. Awardee shall keep adequate records to substantiate its expenditures of award funds. Awardee shall make these books and records available to the Foundation at reasonable times for review and audit, and shall comply with all reasonable requests of the Foundation for information and interviews regarding use of award funds. Awardee shall keep copies of all relevant books and records and all reports to the Foundation for at least four years after completion of the use of the award funds.

6. **Sub-awardees.** Awardee shall retain full discretion and control over the selection of any sub-awardees to carry out the purposes of this award and shall act completely independently of the Foundation. The Foundation and Awardee acknowledge that there is no agreement, written or oral, by which the Foundation may cause Awardee to choose any particular sub-awardee. Awardee shall require any sub-awardee to comply with the requirements of Paragraphs 1, 3, 5, 7, 13, 14 and 15 of this Agreement, substituting Awardee for Foundation and the sub-awardee for Awardee as applicable. All obligations of Awardee under these Paragraphs shall remain in full force and effect.

7. **Prohibited Uses.** Awardee shall not use any portion of the funds awarded:

   a. To attempt to influence legislation, within the meaning of Section 4945(d)(1) of the Internal Revenue Code ("IRC"), as interpreted by its accompanying regulations;
   b. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations;
   c. To make a grant to an individual which does not comply with IRC Section 4945(d)(3), or to an organization which does not comply with Section 4945(d)(4);

[redacted]

d. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170(c)(2)(B); or
e. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).
f. To reimburse or pay federal, state or local government officials.

8. **Funds Not Earmarked; Awardee Representation.** The award funds are not earmarked to be used in any attempt to influence legislation within the meaning of IRC Section 4945(e). The Foundation and Awardee have made no agreement, oral or written, to that effect. Awardee represents and warrants, here and in its proposed budget for this award, that the total of all awards from the Foundation for this project to be paid to Awardee within a single annual accounting period of Awardee does not exceed the amount budgeted by Awardee for its accounting period for activities of the project that are not attempts to influence legislation within the meaning of IRC section 4945(e).

9. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or award to Awardee, shall be interpreted to create any pledge or any commitment by Foundation or by any related person or entity to make any other award or contribution to Awardee or any other entity for this or any other project. The award contemplated by this Agreement is a separate and independent transaction from any other transaction between Foundation or its affiliates, on the one hand, and Awardee or its affiliates, on the other hand.

10. **Award Announcements.** The Foundation may include basic information about the Awardee on its website and in its periodic public reports once the Foundation receives an executed Agreement.

Awardees may use the following standard language in making attributions for funding without prior approval of the Foundation. However, all other announcements Awardee intends to make regarding the award, and any publications referring to the award that Awardee intends to publish other than in its annual reports, tax returns or website will require advance written approval from the Foundation.

(i) About the [redacted]:
"[redacted] was created in [redacted] by [redacted] entrepreneur [redacted] to confront global threats imperiling humanity by seeking solutions, strengthening alliances, and spurring actions needed to safeguard the future. For details visit [redacted]
(ii) Attribution for full funding:
"This (research, publication, project, Web site, report, etc.) is funded by the [redacted]
(iii) Attribution for partial funding:
"This (research, publication, project, Web site, report, etc.) is funded in part by the [redacted]

[redacted]

11. **Representation and Warranty Regarding Tax Status.** By entering into this Agreement, Awardee represents and warrants that Awardee is exempt from federal income tax under IRC Section 501(c)(3) and that it is not a private foundation as defined in IRC Section 509(a). Such representation and warranty shall continue through the completion date of this award.

12. **Notice.** Awardee shall give the Foundation immediate written notice of any change in (a) Awardee's legal or tax status, or (b) Awardee's executive staff, key staff responsible for achieving the award purposes, or (c) Awardee's governing body.

13. **Information and Data Sharing.** Any information contained in publications, studies, or research funded by this award shall be made available to the Foundation and the public following such reasonable requirements or procedures as the Foundation and/or the Awardee may establish from time to time. Awardee shall grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this award for noncommercial purposes at its sole discretion.

14. **No Agency.** Awardee is solely responsible for all activities supported by the award funds, the content of any product created with the award funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Awardee shall make no such representation to anyone.

15. **Terrorist Activity.** Awardee agrees that it will use the award funds in compliance with all applicable anti-terrorist financing, sanctions, and asset control laws and regulations.

16. **Key Persons.** Notwithstanding any other term or language in this Agreement, should key persons critical to the effectiveness of the Award (Bob Inglis, Director of the Energy & Enterprise Initiative) leave his current position at any time during the term of this grant, the Foundation reserves the right to terminate the grant and recover any unspent funds as of the key person's departure date, or to renegotiate the grant prospectively for the remainder of the term. Throughout the term of this grant, the Foundation also reserves the right to make all award payments contingent upon the Foundation's approval of the new appointment if key person is replaced or if there is redistribution of staff responsibilities.

17. **No Liability.** Foundation shall not be liable for losses, damages, claims, or other liabilities arising out of Awardee's activities. It is expressly understood that Foundation, by making this Award, has no obligation to provide other or additional support to Awardee for the purposes of this project or any other purposes.

18. **Indemnification.** Awardee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Awardee, its

[redacted]

employees, or agents, in applying for or accepting the award, in expending or applying the award funds or in carrying out any project or program to be supported by the award, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, employees, or agents.

19. **Further Assurances.** Awardee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Awardee agrees that if Awardee has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Awardee will promptly contact the Foundation or legal counsel.

20. **No Waivers.** The failure of Foundation to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

21. **Remedies.** If the Foundation determines, in its sole discretion, that Awardee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further award payments to Awardee under this or any other award agreement, and the Foundation may demand the return of all or part of the unexpended award funds, which Awardee shall immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.

22. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

23. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

24. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State. For any disputed relating to this Agreement, the parties consent to personal jurisdiction in, and the exclusive venue of, the courts in Santa Clara County, California.

Please have an authorized officer of George Mason University Foundation, Inc. execute the Agreement and return it to the Foundation via email or fax.

Please direct all future communications concerning this award to Bruce Lowry at bruce@skolglobalthreats.org. On behalf of the Foundation's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

[redacted]

[redacted]

Accepted on behalf of George Mason University Foundation, Inc. by:

Authorized Signature — Date

Print Name

Title

Encl: Appendix A
Appendix B
Appendix C

Appendix A. Award Goals

Grant objectives include:

· Continue ongoing work to create a meaningful and vocal presence within the conservative policy and grassroots communities focused on solutions to America's climate and energy challenges

· Build operational "hubs" in South Florida, Eastern Wisconsin, and Northern Illinois. In these, identify, recruit, enroll, educate, and activate at the grassroots level.

· Engage on an ongoing basis with conservative opinion leaders in government, media, academia, and policy in an educational discussion of conservative solutions to climate and energy.

· Buttress state-based educational work with regular (at least twice monthly) town-and-gown outreach anchored by events with College Republicans, Young Republicans, Federalist Societies, Pachyderm clubs, energy clubs, economics clubs, Rotary clubs, local Chambers of Commerce, local talk radio stations, and local newspapers.

Appendix B. Approved Budget

Skoll funds may be used toward any part of this budget, except as provided elsewhere in this Agreement

Item	Amount
VARIABLE PROGRAMMING COSTS	
Grassroots Development & Public Relations	
Online ad placement (Banner, Facebook)	$190,000
Creative design (design of identity, ads, promotional materials)	$65,000
Targeted voter contact in target districts	$35,000
Physical district-hub offices	$20,800
Website design, hosting & maintenance	$10,000
Video production (recruitment & educational)	$38,000
Production promotional materials & marketing collaterals	$15,000
Paid field internships	$80,000
Volunteer incentives/prizes, thank-you gifts	$7,000
Activities	
Event Sponsorship & Production	$60,000
Travel	$70,000
Business meals & incidentals (non-travel-related)	$7,500
Study/Paper Commissioning	$30,000
Contest awards	$7,500
SEMI-VARIABLE OPERATIONAL COSTS	
Personnel Salaries	
Executive Director	$250,000
Director - Strategy/Operations	$103,928
Director - Communications	$65,405
Director - Grassroots Outreach	$63,000
Manager - Operations	$53,600
Director - Digital & Social Media	$70,550
Field Director - Wisconsin	$38,000
Field Director - Florida	$31,540
Field Director - Illinois	$19,000
Field Director - Ohio, Michigan, or Tennessee	$6,460
George Mason University Related Costs	
Fringe Benefit Charges for Personnel Salaries	$221,400
Financial Specialist / GMU interface	$15,780
GMUF Administrative Fee (6%)	$100,888
Other Operational Costs	
Legal Counsel / Tax-Exempt Compliance	$10,000
Strategic Consultant	$48,000
Telecommunications, Technology & General Office	$18,000
Service subscriptions	$16,000
Data/list management & analytics	$15,000
TOTAL	**$1,782,350**

Appendix C. Reporting Requirements

Report type	Due date	Description
Final Report	7/1/2015	Final narrative and financial report detailing progress and use of grant funds between **5/1/2014** to **4/30/2015**.

ENERGY FOUNDATION

building a new energy future

August 1, 2013

David Roe
President
George Mason University Foundation, Inc.
4400 University Drive, MS 1A3
Fairfax, VA

Dear David,

I am pleased to inform you that the Energy Foundation has approved a grant to George Mason University Foundation, Inc., in the amount of $125,000.00. The grant period is ten months, from May 1, 2013 to February 28, 2014.

This grant is designated to support the Energy and Enterprise Initiative, as expressed in your June 26, 2013 proposal and July 8, 2013 budget to the Energy Foundation. Your Energy Foundation contact for work performed under this grant is Marcus Schneider.

Grant payment will be generated upon the Energy Foundation's receipt of the signed grant agreement. The final financial and narrative report deadlines are stated in the grant agreement. However, if you intend to apply for a renewal grant, we must receive your final report before the renewal proposal.

The success of the Energy Foundation will depend on the success of our grantees. In order to make the largest impact with our limited funds, we will rely on you and your colleagues to keep us informed of progress and trends in the field, and of your work in particular. For this reason, we ask that your reports tell us the good and the bad, the success and the failure. This will strengthen and speed our learning.

Please carefully review the terms and conditions explained in the enclosed grant agreement, as the wording may have changed slightly from previous agreements. Sign one copy of the grant agreement and return it to us. Upon receipt of the form, we will forward your payment.

Please refer to grant **G-1306-18474** in all future correspondence and reports which relate to this grant.

Please do not hesitate to call us if you have any questions about this grant or our policies.

Sincerely,

Barbara E. Wagner
Sr. Vice President and Chief Operating Officer

ENERGY FOUNDATION

building a new energy future

Grant Agreement
Terms and Conditions

Date: August 1, 2013

We are pleased to award the following grant.

Grant number:	G-1306-18474
Grantee:	George Mason University Foundation, Inc.
Address:	4400 University Drive, MS 1A3 Fairfax, VA
Project Contact:	Bob Inglis Director, Energy and Enterprise Initiative
Phone:	202-452-6224
Email:	Bob.Inglis.US@gmail.com
Grant Sector:	Climate
Grant Amount:	$125,000.00
Time Period:	Ten months, from May 1, 2013 to February 28, 2014

Grantee agrees and consents to the conditions of the proposal submitted to the Energy Foundation and to the following conditions of the grant:

Grantee shall use this grant solely for the purposes as expressed in your proposal document submitted to the Energy Foundation which incorporates a description of the project work to be provided, dated June 26, 2013, and project budget, dated July 8, 2013 to the Energy Foundation. It is understood that these grant funds will be used for such purposes substantially in accordance with the budget submitted. Grantee shall repay to the Energy Foundation any portion of the amount granted which is not used for the purposes of this grant.

The grantee agrees that no funds provided pursuant to this Grant Agreement may be used to contact, or urge the public to contact, members of a legislative body for the purpose of proposing, supporting, or opposing legislation; or to advocate the adoption or rejection of legislation. See Treasury Regulation section 1.501(c)(3)-1(c)(3)(ii).

Grantee ensures that the grant funds under this award will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. Grantee also agrees to take all reasonable precautions to ensure that any person or group expected to receive money from the grantee will neither make any payment nor provide any material support to any person on any United States government list of suspected terrorists.

Grant payment will be generated upon the Energy Foundation's receipt of the signed grant agreement.

Reports, both narrative and financial, are due strictly according to the schedule below. The financial reports should show revenues and expenses for both this grant and the project. Clearly show the amount funded by the Energy Foundation and how these funds have been spent according to the categories of the submitted budget. Use three columns for the report:

Column 1 -	Present the entire project budget (all sources of revenue and expenditures) as included in the original proposal;
Column 2 -	Present the actual revenue and expenditures for the project in total;
Column 3 -	Present the actual revenue and expenditures funded by the Energy Foundation grant only.

Reports are due as follows:

Final Narrative report due no later than:	May 1, 2014
Final Financial report due no later than:	May 1, 2014

If grantee intends to apply for a renewal grant, the Energy Foundation must receive an interim narrative and financial report along with the new grant application no later than two months before the Energy Foundation board meeting. The board meets in early March, late June, and early November.

Grantee shall not use any portion of the funds granted to carry on propaganda or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, to influence the outcome of any specific voter registration drive, to make grants to individuals on a non-objective basis, nor for any non-charitable or non-educational purpose. Please include a positive disclaimer to both narrative and financial reports that no Energy Foundation funds were used for lobbying purposes.

Grantee shall notify the Energy Foundation of any organizational changes during the term of the grant, including, but not limited to, changes in key personnel, changes in tax status, and changes in the project timing or goals.

Grantee shall permit representatives of the Energy Foundation to visit the premises and review the activities of the Grantee with respect to the programs supported by this grant.

Grantee may announce receipt of this grant. Please furnish the Energy Foundation with any results of this announcement.

Please refer to grant number **G-1306-18474** in all future correspondence and reports which relate to this grant.

The board and staff of the Energy Foundation are pleased to be able to make this grant to your organization. Please sign and return one copy of this grant agreement as evidence of your understanding and agreement with the terms and conditions defined in this letter.

Barbara E. Wagner
Sr. Vice President and Chief Operating Officer

8/1/13
Date

Signature (Grantee)

8/6/2013
Date

David A. Ra, Chief Operating Officer
Print Name/Title
George Mason University Foundation, Inc.

703 993 8738
Direct Phone
Grant Number: G-1306-18474

8 April 2013

Energy and Enterprise Initiative

Narrative

Key Strategies & Activities

E&EI is working to change the conversation on climate and energy. The status quo is a shouting match over the existence of a problem, fueled by strident opposition to acting on an issue "owned" by progressives and identified with lightning rods like Al Gore and President Obama. We are working to attract conservatives to compete in the marketplace of ideas and rally behind a free-enterprise solution – an endeavor which fits well with the current narrative among conservative leaders that their future relevance requires broader appeal, especially with younger voters.

The policy cornerstones we advance -- a revenue-neutral tax swap and the elimination of subsidies -- form a genuinely conservative, limited-government, liberty-enhancing, pro-growth, free-enterprise solution. Our approach presents a vivid contrast to current policies and proposals that incorporate complex regulation, mandates and subsidies. It's a principled approach behind which courageous conservatives can rally and behind which more timid conservatives can stand as part of a grand bargain on America's structural deficit. While we hope to persuade and excite the majority of conservatives, our goal is more modest: to persuade a plurality sufficient to offer the political backing for safe, bipartisan collaboration. We're aware that changing the conversation will take time and that we must help build a constituency for action. We believe that the most likely legislative vehicle—a grand bargain—will emerge only when political constructs ("cliffs" of various sorts) are overrun by market pressure for action on America's structural deficit.

E&EI planned activities for 2013 are described below. Two new activities are described first.

<u>NEW ACTIVITY: Educational Organizing</u>

Over the next year, E&EI hopes to intensify and expand our work with conservatives at the state level. This is a new, significant activity for E&EI that we believe is essential for our future success. The fundamental challenge we aim to overcome is this: While E&EI has proven ability to engage movement-defining conservatives in an intellectual discussion of conservative principles, too many opinion-makers remain reluctant to act publicly because they feel too little concern and support from the base.

Our organizing effort has four phases. The first phase – polling Republicans for insights on effective messaging – has been completed. The second phase – testing messages and digital strategies for list building – is imminent and scheduled for completion within a few weeks of the close of our de-facto fiscal year (May 31). The third phase – rolling out proven messages and digital strategies to build a high-quality list in target states – will be implemented during the grant term. Overlapping with the roll-out phase, the fourth phase – exercising our list for education organization and action – will also be started and refined during the grant term.

The team is the E&EI staff, Bob Honold of Revolution Media, Ed Maibach of 4C and Tony Leiserowitz of the Yale Project on Climate Change Communication, along with George Abar of Engage Strategies. (In addition, we are in discussion with R Street and Young Conservatives for Energy Reform about potential list-sharing collaborations).

Here we describe each phase in turn.

Phase One: Messaging Parameters (completed):

In the spring of 2013 we worked with Ed Maibach and Tony Leiserowitz to better understanding the climate-and-energy views of conservatives. Ed and Tony conducted polling of 726 Republicans and Republican-leaning independents. Based on that analysis and their previous polling and message testing, Ed and Tony have recommended to E&EI the most compelling issues and message-frames to move conservative Americans to action.

Phase Two: Digital message testing (to begin presently and paid for in-large-part by 4C and in-part by E&EI from our current grant-term budget)

In the second phase of the effort, we will work with Honold to online-test message strategies with targeted conservatives in Florida. The process entails using targeted online ads to encourage conservative citizens to click through to a web page for more information and "sign up" for the effort. We have selected Florida because of its important role in policy debates, moderate political views, and vulnerability to climate change impacts, along with E&EI's early success working the ground there. With insights from Ed and Tony's polling, we will test 2-3 variations of four message frames (accountability, free enterprise, the EPA and climate impacts) using geo-targeted banner and interstitial ads on two broad-appeal conservative media sites (i.e. Fox News and RedState). We will also test iterations of the four message frames on Facebook, using micro-targeted placement to isolate best-performing demographics (i.e. folks under thirty-five who have "liked" Marco Rubio or Illena Ros-Lehtinen). In other words, these efforts test the "hook"; the images and words which motivate conservatives to learn more.

We will also test the "reel"; the presentation of information displayed upon clicking our ads which best motivates conservatives to sign-up to work with E&EI. The Revolution Media team will build us two landing pages for this purpose, and we will work with Revolution to produce two short videos for the recruitment pitch. Ultimately, the best-performing landing page will be branded as "taxswap.org" and it will serve as our online recruitment hub.

Our rigorous message-testing strategy reflects our long-term goal to marshal an army of conservatives ready to educate, organize and act. Such ambition is only possible with lean and aggressive list-building, so we need to know which messages, ads, and recruitment strategies work best and on whom they work best. With that powerful data in hand, our recruitment efforts will run at optimal efficiency.

Phase Three: Roll-out and targeted recruitment (to begin in the coming grant-term and continue)

In the third phase of the effort we will review the results of the effort in Florida to identify the top performing messages, iterations and venues and expand our effort into five additional states (Ohio, Michigan, Tennessee, Wisconsin and Illinois), plus a substantial roll-out in Florida.

Phase Four: Facilitating educational action (to begin in the coming grant-term and continue)

Our resulting lists will be geographically disaggregated and frequently exercised with news, empowering information, event alerts, event-participation and volunteer opportunities, and social-media and recruitment drives (i.e. pushes to trend up #taxswap on Twitter). We will identify leading conservative advocates and call upon them to help organize local events and outreach.

***

Honold and Revolution Media are expert in digital campaigns for political candidates and issue advocacy. Their expertise combined our own expertise, research insights from Ed and Tony, and the iterative nature of the plan will allow us to successfully build a high-quality and impactful list. Some organizations have the luxury of purchasing existing lists. There is no major list in our world. We plan to apply what we learn to collaborative efforts with R Street and Young Conservatives for Energy Reform.

Our goal is to support high-level grasstops outreach with grassroots support, giving leaders faith that climate and energy is a concern among key groups of conservative individuals. This base of support is essential for conservatives to get behind any national action on climate change.

NEW ACTIVITY: Educational Outreach on Capitol Hill

E&EI plans to retain a legislative affairs director to meet regularly with Hill staffers in order to breakdown rampant misconceptions about a revenue-neutral carbon tax and develop relationships for the long haul. Misconceptions are very apparent in Hill meetings. Otherwise smart and informed staffers frequently believe that a carbon tax would hit all energy sources like a BTU tax; they believe a carbon tax would hit feedstocks to the chemical, high tech, and plastics industries; they doubt that there is any conservative support and that there are any conservative voters who care about climate.

We also need to build relationships with conservative delegations in each of our target states. Over time, these meetings will gain relevance and attention because of our efforts in these states and districts. In this way, outreach in the districts and outreach on the Hill go hand-and-hand. We will not be lobbying; we will be educating and building relationships. We are planning this hire for Fall 2013 once our on-the-ground list-building is underway and accelerating.

Events

E&EI will continue to sponsor and participate in events that gather conservatives to discuss climate and energy policy. E&EI participated in dozens of these events last year at universities and colleges, policy groups and other venues. We will continue to use events to engage with College Republicans, Federal Societies, business and policy groups, business executives, evangelicals, former elected officials, and others. In addition to laying claim to the future, we hope that our work among college students, law students, business school students and young evangelicals equips them to be ambassadors to their parents and grandparents.

Papers

E&EI will recruit conservatives to write 1-2 commissioned papers/studies to contribute to the analytical firepower of our message. Papers will be concise and consumable by a broad audience, but also rigorous and substantive. Their audience will be activists and the political, policy and activist press. These will not be academic papers, though academic research will form their core. E&EI will solicit concepts, recruit authors, and pay fees for writing.

In addition, E&EI will sponsor a second-annual competition for young conservative thought leaders. We will soon announce our writing-contest winners for 2013. (One winner is a Cuban-American Floridian who co-wrote a powerful letter to Marco Rubio; our runner-up is a GOP Hill staffer using a pen name for fear of being fired).

Media Communications

E&EI will promote its message, events and papers through online media and through earned media on radio and television. We will focus on conservative networks but accept opportunities with mainstream media as well since both have tactical benefits. We are developing a reputation as one of the go-to conservative voices on climate and we hope to build upon that progress with higher-profile media in the coming year.

Collaborations

E&EI will continue its efforts to collaborate with other conservative organizations working on climate and energy. Over the past year, E&EI has identified and nurtured relationships with conservative groups and leaders, which is leading to some collaborative efforts, especially with the R-Street Institute and business executives.

Critical factors in the external environment

Prospects of comprehensive tax reform

We expect tax reform to be part of the Congressional debate this session. Bill number H.R. 1, for example, has been reserved in the Representative Camp's expected proposal. While we do not expect Mr. Camp's proposal to include a carbon tax, it opens the door for discussion. We expect other Senators and House members to float carbon tax proposals or raise the issue. The reputations of those members and the specifics of their proposals will influence our work with conservative policy thinkers.

Tea Party power

The Tea Party movement remains an important external influence in policy debates. The Tea Party is not monolithic, but in general its policy arms and affiliated organizations oppose carbon taxes. (There is some variability among active, self-described Tea Party supporters if the tax is revenue neutral.) The Tea Party's influence over conservative thinking has waned some in 2013 but it remains quite strong. For example, in the past year, we've seen identification with the Tea Party drop from 24% to 8%. More anecdotally, some of the Tea Party's notable policy spokespeople, such as Sarah Palin, Glenn Beck, Michelle Bachmann and Alan West, have faded from the national spotlight. And in many states, a substantial proportion of once-active Tea Party groups are now inactive. E&EI has found that this dynamic has created more room to discuss climate change and conservative policy solutions at the state and federal level. Nevertheless, the greatest obstacle to policy discussions with conservative leaders remains their concern with a backlash from the Tea Party.

Natural gas

The growth of natural gas production has the potential to alter the policy discussion. It is understood, for example, that ExxonMobil's tepid endorsement of a carbon tax is based on its natural gas holdings. A carbon tax would hit dirtier coal harder than cleaner natural gas. While most Marcellus Shale states also mine coal, many shale states do not mine (much) coal and have a clear interest in policies to promote natural gas (e.g. Great Plains, upper Midwest, and parts of the South).

EPA rulemaking

The EPA rulemaking process provides E&EI the opportunity to discuss other policy options with conservatives. E&EI's message is that a price signal is far more efficient and more powerful than clumsy, litigation-prone, domestic-only regulations. Conservatives are obligated to offer an alternative policy to EPA rulemaking through the Clean Air Act. As 111(b) becomes imminent and rules for 111(d) are announced, we expect more conservatives to become interested in alternatives.

Internal challenges

Timing of grasstops outreach and grassroots development

Most grasstops leaders within the conservative movement are reluctant to act until climate science and solutions have more support from the conservative base. However, it takes considerably longer to develop rank-and-file support than to engage grasstops thought leaders. It has been a challenge to move our grassroots outreach at the same pace as our grasstops outreach.

Manpower constraints

Our ambition, shared with our funders, requires more staff and top-tier consultants. We are currently a team of three employees (plus the counsel of George Abar at Engage Strategies). Over the past year we endeavored to transition from a 'speakers bureau' model to an organizational model. Intensely hard work and a lot travel has kicked-off this transition well, and our impact will grow with new staff responsible for outreach, administration and legislative affairs.

It's lonely on the environmental right. Whereas hundreds of millions of dollars and five decades of institutional learning have built an environmental left and a carbon-indifferent right in America, E&EI and a few other small groups are charting new territory on the environmental right. We are endeavoring to do a lot more with a lot less, and with a paucity of allied organizations offering back-up. It's a massive, thrilling challenge.

Comparative advantage

E&EI's primary advantage is its conservative profile, especially in its founder Bob Inglis. Although E&EI is fully aware of the ways in which Inglis' 2010 primary defeat colors how he is perceived by many in the media and policy community, the fact remains that Inglis maintains strong relationships with conservative leaders at many levels. We would point to productive conversations over the past year with Governor Brownback, Governor Kasich, Senator Portman, former Governor Bush, James Murdoch and others as evidence of Inglis' reach. A secondary advantage is E&EI's (and Inglis') opposition to cap-and-trade proposals. While some conservative leaders backed cap-and-trade (for their own good reasons), E&EI is not associated with that policy initiative, which has become the epitome of liberal climate policies among conservatives. Remaining unscathed by cap-and-trade helps to open the door for E&EI credibly to engage conservatives about alternative solutions. We would point to E&EI's ability to partner with conservative organizations and individuals at the state level in events and other activities, along with the regular flow of invitations and press inquiries for Inglis and E&EI staff. Examples include Wheaton College, University of Chicago, The Dole Institute, Florida's James Madison Institute and a score of Federalist and College Republican chapters.

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Urgent! To expedite your grant payment, please email your **signed agreement** to Grants@ef.org no later than December 11, 2015. Thank you!

December 3, 2015

David Roe
Chief Operating Officer
George Mason University Foundation, Inc.
4400 University Drive, MS 1A3
Fairfax, VA 22030

Dear David,

I am pleased to inform you that the Energy Foundation has approved a grant to George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc., in the amount of $75,000.00. The grant period is twelve months, from November 1, 2015 to October 31, 2016.

This grant is designated solely for the purposes expressed in George Mason Center for Climate Change Communication (4C)'s September 23, 2015 proposal and October 27, 2015 budget to the Energy Foundation. Your Energy Foundation contact for work performed under this grant is Marcus Schneider.

Grant payment will be generated upon the Energy Foundation's receipt of the signed grant agreement. The final financial and narrative report deadlines are stated in the grant agreement. However, if you intend to apply for a renewal grant, we must receive your final report before the renewal proposal.

The success of the Energy Foundation will depend on the success of our grantees. In order to make the largest impact with our limited funds, we will rely on you and your colleagues to keep us informed of progress and trends in the field, and of your work in particular. For this reason, we ask that your reports tell us the good and the bad, the success and the failure. This will strengthen and speed our learning.

Please carefully review the terms and conditions explained in the enclosed grant agreement. Sign one copy of the grant agreement and return it to us. Upon receipt of the form, we will forward your payment.

Please refer to grant **G-1510-23908** in all future correspondence and reports which relate to this grant.

Please do not hesitate to contact the Grants Department via email at grants@ef.org should you have any questions about this grant or our policies.

Sincerely,

Carmelita Mitchell

Carmelita Mitchell
Director of Grants

emailed 12/11/2015

ENERGY FOUNDATION

building a new energy future

Grant Agreement
Terms and Conditions

Date: December 3, 2015

We are pleased to award the following grant.

Grant number:	G-1510-23908
Grantee:	George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc.
Address:	4400 University Drive, MS 1A3 Fairfax, VA 22030
Project Contact:	Ed Maibach Director
Phone:	(206) 543-4190
Email:	emaibach@gmu.edu
Grant Sector:	Climate
Grant Amount:	$75,000.00
Time Period:	Twelve months, from November 1, 2015 to October 31, 2016

Grantee agrees and consents to the conditions of the proposal submitted to the Energy Foundation and to the following conditions of the grant:

Grantee shall use this grant solely for the purposes as expressed in George Mason Center for Climate Change Communication (4C)'s proposal document submitted to the Energy Foundation which incorporates a description of the project work to be provided, dated September 23, 2015, and project budget, dated October 27, 2015 to the Energy Foundation. It is understood that these grant funds will be used for such purposes substantially in accordance with the budget submitted. Grantee shall repay to the Energy Foundation any portion of the amount granted which is not used for the purposes of this grant.

The grantee agrees that no funds provided pursuant to this Grant Agreement may be used to contact, or urge the public to contact, members of a legislative body for the purpose of proposing, supporting, or opposing legislation; or to advocate the adoption or rejection of legislation. See Treasury Regulation section 1.501(c)(3)-1(c)(3)(ii).

Grantee ensures that the grant funds under this award will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. Grantee also agrees to take all reasonable precautions to ensure that any person or group expected to receive money from the grantee will neither make any payment nor provide any material support to any person on any United States government list of suspected terrorists.

Grant payment will be generated upon the Energy Foundation's receipt of the signed grant agreement.

Reports, both narrative and financial, are due strictly according to the schedule below. The financial reports should show revenues and expenses for both this grant and the project. Clearly show the amount funded by the Energy Foundation and how these funds have been spent according to the categories of the submitted budget. Use three columns for the report:

Column 1 -	Present the entire project budget (all sources of revenue and expenditures) as included in the original proposal;
Column 2 -	Present the actual revenue and expenditures for the project in total;
Column 3 -	Present the actual revenue and expenditures funded by the Energy Foundation grant only.

Reports are due as follows:

Final Narrative report due no later than:	January 1, 2017
Final Financial report due no later than:	January 1, 2017

If grantee intends to apply for a renewal grant, the Energy Foundation must receive an interim narrative and financial report along with the new grant application.

Grantee shall not use any portion of the funds granted to carry on propaganda or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, to influence the outcome of any specific voter registration drive, to make grants to individuals on a non-objective basis, nor for any non-charitable or non-educational purpose. Please include a positive disclaimer to both narrative and financial reports that no Energy Foundation funds were used for lobbying purposes.

Grantee shall notify the Energy Foundation of any organizational changes during the term of the grant, including, but not limited to, changes in key personnel, changes in tax status, and changes in the project timing or goals.

Grantee shall permit representatives of the Energy Foundation to visit the premises during normal business hours and review the activities of the Grantee with respect to the programs supported by this grant.

Grantee may announce receipt of this grant. Please furnish the Energy Foundation with any results of this announcement.

Please refer to grant number **G-1510-23908** in all future correspondence and reports which relate to this grant.

The board and staff of the Energy Foundation are pleased to be able to make this grant to your organization. Please sign and return one copy of this grant agreement as evidence of your understanding and agreement with the terms and conditions defined in this letter.

Carmelita Mitchell — 12/3/15

Carmelita Mitchell — Date

Director of Grants

12/10/2015

Signature — Date

Director of Administration + Real Estate — 703.993.8738

Print Name/Title — Direct Phone

George Mason University Foundation, Inc. — Grant Number: G-1510-23908

ENERGY FOUNDATION

building a new energy future

Attachment A

Energy Foundation Grant G-1510-23908
to
George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc.,

Energy Foundation grants are not to be used for overhead costs or indirect expenses for universities.

This policy was passed at the November 1, 1991 Board of Directors' meeting.

Carmelita Mitchell 12/3/15

Carmelita Mitchell — Date

Director of Grants

[signature] 12/10/2015

Authorized Signature/Title — Date

Director of Administration & Real Estate

republicEn

Proposal for operational support

Made to Energy Foundation, c/o Marcus Schneider

September 2015

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Ultimate objectives and theory of change

The Energy and Enterprise Initiative opened a new chapter in conservative climate leadership by launching the **republic**En community in November 2014. The objective of **republic**En to build a well-

educated constituency of validators and grassroots advocates unified under a common banner and acting with a common purpose for free-enterprise leadership on climate change.

Two central premises anchor our theory of change: Firstly, politicians follow more than politicians lead. Secondly, the grassroots constituency exists for conservative climate leadership. It's unorganized and therefore invisible and untended. A visible, telegenic **republic**En community that's active, growing, and effective is a magnet for new climate leadership. Achieving a thriving **republic**En community is less a challenge of persuasion and more a challenge of identification, enrollment and community management.

At the heart of our educational efforts is the most elegant, effective and limited-government approach available for mitigating climate change: a steadily-rising, revenue-neutral, border-adjustable carbon tax. For lawmakers and public figures, there are incremental steps between "I'm not a scientist" and endorsing a carbon tax as the free-enterprise alternative to EPA regulations. The **republic**En community must balance facilitating those incremental steps – for recruits, influencers, and Members of Congress – with our pursuit of carbon-tax momentum.

As we grow the community and its reputation builds, politicians and influencers will compete to lead the constituency represented by **republic**En.

Momentum is swinging to the agents of reform. Climate realism is an awkward position without pragmatic solutions. As more Republicans adopt climate realism, we expect higher demand for conservative solutions. As of August 2015, no fewer than seven Republican presidential hopefuls have positioned themselves more on the climate-realist side of the spectrum but as yet have not offered any discussion of alternative solutions (Bush, Graham, Christie, Fiorina, Paul, Kasich, Pataki). We believe that a vibrant and growing constituency for conservative climate leadership can bring out more climate realist Republicans and accelerate the transition to solutions messaging.

How we're building a grassroots community – summary

Authenticity is our reputational ambition. We are a real community of real people. Anyone can see our faces and read personal statements about why each of our members choses to be **En**. We have leaders who represent the community to new audiences, media and donors, but most of the investments and activities ahead focus on growing the community (i.e. recruitment) and fostering an active community where our members are actively educating their networks and embracing the pro-solutions **republic**En identity (i.e. engagement). These investments can be split broadly into 1) on-the-ground programming, and 2) digital ecosystem and content.

On-the-ground programming, recruitment and engagement

Operational Hubs in Florida and Illinois

We have republicEn contractors in Miami and Chicago who organize face-to-face outreach, local programming, and relationships with Members of Congress and other state leaders (see 'Team' section below). Our objective in each hub is to move the needle on climate action by developing and resourcing small groups of committed **republic**Ens and backing them up with media and digital support.

> ***Momentum Snapshot**: Our republicEn community includes the chairwoman and several executive board members of the Miami Young Republicans. On 8/25/15, the Miami Young*

Republican hosted an energy, climate and Everglades event entitled "The State of Conservation" with Congresswoman Ileana Ros-Lehtinen and Lt. Governor Carlos Lopez.

***Momentum Snapshot**: "Climate change is real; fossil fuels are mostly responsible; free enterprise can solve it; conservatives can lead and win this issue back." Some version of that message got conservative audiences to stand and make noise at the Young Republican National Convention in Chicago, at the Florida Young Republican state annual and quarterly conventions, at Florida and North Carolina Boys state and at several smaller events in Florida.*

***Recruitment Highlight**: At least 40 of our 180 republicEns (as of September 2015) are elected officers of Young Republican chapters or regions in Florida or Illinois.*

In 2015, we had our first events with Members of Congress from our hubs (see next section). In 2016, we aim to show more examples of Florida and Illinois leaders and Members of Congress stepping forward with republicEns to discuss climate change and call for conservative leadership.

Note on pausing Wisconsin: We decided in early summer 2015 to pause our work on-the-ground in Wisconsin and reassign Kevin Croswhite (our Wisconsin state director) to a new role leading our digital strategy and infrastructure. Making use of Kevin's newly acquired capacities was a key factor in our decision to pause our hub operations in Wisconsin. Another factor in our decision to pause our hub operations in Wisconsin was our assessment that Rep. Paul Ryan will be hesitant to make waves during the presidential primary. Lastly, republicEn recruitment and interest from key conservative leaders was weaker in Wisconsin than Florida or Illinois. We decided to focus our on-the-ground resources on those states and also free-up some bandwidth for 2016 to look for success in early primary states, especially South Carolina.

Engaging Members of Congress

We spend some time on Capitol Hill, but our primary deliverable is grassroots education, which we believe is necessary before Hill education will be effective. However, we keep relationships with Hub-state Members, climate realist Members, and other Members whom our coalition allies suggest are important to educate. However, back in their districts, the participation of Members of Congress in **republic**En events is one of the most concrete indications that **republic**En is 'moving the needle.'

Public events with Members of Congress

republicEn **is on track for one public event with a Member of Congress in each quarter of 2015.**

- Q1, Rep. David Jolly (FL-18) invited Bob Inglis to speak on an energy-and-environment panel at Rep. Jolly's "Ideas Conference" in St. Petersburg. While Rep. Jolly did not articulate a firm position on climate, he led the discussion and introduced Bob Inglis as "something of a mentor" on climate policy.
- Q2, Rep. Carlos Curbelo (FL-26) led a climate-policy discussion with 13 republicEns following a climate-impacts tour of Biscayne Bay National Park. Rep. Curbelo posed for pictures sporting republicEn gear and offered public comments on "free market alternatives" to EPA climate regulations.
- Q3 (September 22nd), Rep. Bob Dold (IL-10) will moderate a panel on "free enterprise solutions to reducing carbon emissions" with Bob Inglis, former Exelon Chairman and CEO (and member

of our advisory council) John Rowe, Illinois Energy Trust president Amy Francetic, and BP Vice President Tom Wolf. We are modeling the event after Rep. Jolly's "Ideas Conference."

- Q4 events (dates TBD) with Rep. Rodney Davis (IL-13) and Rep. Carlos Curbelo (FL-26). The aim is an "Ideas Conference" type event with Rep. Davis and a more ambitious climate conference with Rep. Curbelo (tentatively called the "Curbelo Millennial Climate Change Conference"), for which we may partner with the Millennial Action Project.

We have demonstrated two templates for events with Members of Congress that offer a first-step to engaging with **republic**En and the issue, but shield against pressure to take a firm position on specific solutions.

1) Make the Member of Congress the event moderator (e.g. April with Rep. Jolly; September with Rep. Dold). The Member asks questions to experts in their district.
2) Join the Member of Congress in a climate-change learning experience (e.g. June with Rep. Curbelo). The Member explores climate impacts in their district with experts and constituent **republic**Ens.

Into 2016, we plan to achieve **more events** with Members of Congress; and **more specific focus on climate change and climate-change mitigation**.

Media

Placing and earning media is important for building local relevance and credibility, improving issue salience, reaching new audiences for recruitment, and sending overtures from the republicEn community to influencials and Members of Congress. We have developed a reputation as one of the go-to conservative voices on climate, and we hope to build upon that progress with higher-profile media.

Media metrics 2015

We are on track to meet or exceed our media goals for 2015.

Venue	Metric	2014 Goal	2014 Total	2015 Goal	Jan to Aug 2015 Total	2016 Goal
National Papers	• Editorials • News articles about republicEn	3	4	12 (National Outlets*)	19	25
Target-State Papers	• Commentary by or about republicEn	10	11	14	9	20 (includes early primary states)
Non-Target-State Papers		N/A	14	12	30	20
Political/trade press [conservative leaning]		[3]	14 [5]	[5]	36 [6]	[10]
Talk Radio	• republicEn interviews	25	26	32	15	35
TV Interviews	• republicEn interviews	4	8		13	

*For 2015, we broadened the metric for 'National papers' to 'National outlets' include major regional papers (e.g. Dallas Morning News), major websites (e.g. Politico), and major magazines (e.g. National Geographic).

Town-and-gown events

Turning real conservatives out for events is important for earning media, in-person recruitment, and establishing local presence. We improve our prospects of conducting events with the participation of Members of Congress in hub states by developing a track record of productive and entertaining events with good attendance.

republicEn continues to sponsor and participate in events that gather conservatives and independent-minded young people to discuss climate and energy policy. We will continue reply heavily on audiences convened with the Young Republicans, College Republicans, Federalist Societies, and business, civic and faith groups.

Event participation metrics 2015

College events 2015

So far during 2015 (January 1 – August 31) republicEn has spoken to approximately 539 students at 16 college audiences across 9 different schools. We do our best to collect accurate numbers and keep track of the political makeup of audiences we reach. For college events during the grant term, we reached:

- 6 events with conservative audiences (~49 total participation)
- 6 events with mixed audiences (~435 total participation)
- 4 events with liberal audiences (~55 total participation)

Conservative, business and community events

So far during 2015 (January 1 – August 31), republicEn has spoken to approximately 3,340 people across 44 events. For non-college events during this period, including business, faith, policy, community, environmental and partisan groups, we reached:

- 20 events with conservative audiences (~1,700 total participation)
- 14 events with mixed audiences (~1,140 total participation)
- 10 events with liberal audiences (~610 total participation)

We have surpassed our 2015 goal for conservative event participation.

	2014 Goal	2014 Total	2015 Goal	Jan – Aug 2015 Total	2016 Goal	
Conservative Event Participants	1,500	1,665	1,500	1,700	3,000	**Does not include conservatives in "mixed" or "liberal" audiences.*

Digital ecosystem for community development

We have three priorities for **republic**En's online presence: 1) the production of highly sharable content; 2) a focus on showcasing supporters and their voices; and 3) evidence-based optimization of recruitment and engagement strategies. Our new website reflects these priorities.

A new republicEn.org web platform, built for growth

republicEn.org is a community. To allow us better flexibility in building that community it made sense to invest in-house time rebuilding our online platform without a content management system. Our resident autodidact Kevin Croswhite – after two years of web-design study – rebuilt our platform with Ruby on Rails to maximize our flexibility to build-in more custom functionality over time.

A user authentication system is the most central function of our new web infrastructure. Moving forward, members of the **republic**En community will have access to exclusive content, exclusive action opportunities, and a private portal for communicating and planning with fellow members.

Organic Content and Engagement

Our **republic**En community and **republic**En's followers on social-media platforms constitute our organic reach. In contrast, 'paid reach' pushes our content to new audiences who would otherwise not see **republic**En content in their social-media feeds or inboxes. Organic engagement is critical to retain followers and leverage their networks for organic growth. When organic content performs well by generating a lot of discussion and sharing, it becomes a prime candidate for promoting to new audiences. Our online platforms are messaging laboratories, and the efficiency of their predictive power improves as our organic reach grows.

The **republic**En community forms core of our organic reach. In 2016, we aim to make the community a major source of organic content. Our new digital and community-management capabilities allow us to really invest in generating content by and about the **republic**En community.

Focus on supporters

republicEn.org is anchored by the individual profiles and actions of **republic**Ens. Every **republic**En has a personal profile on our site. Into 2016, we want republicEn.org and our community pages to look and feel alive with activity and growth. Here are two current examples of supporter-focused content.

Current Example 1 – Featured Profiles. We are beginning to roll-out new profile content, starting with three 'featured republicEns' in September, and a regular stream of expanded and featured profiles to follow. Our first three featured republicEns are 1) Paul Skinner, a recycling entrepreneur and the national committeeman for Florida Young Republicans; 2) Jessica Hernandez, a conservative campaign operative and Chair of the Miami Young Republicans; and 3) Micah Green, a conservative climate scientist at Texas Tech. Later in the fall, we will roll out a series of badges reflecting **republic**Ens' experience and contributions to the community.

Current Example 2 – Climate Eye. This platform sends social-media alerts every time a Presidential hopeful says (or dodges) anything about climate change. The alerts include links to sources and videos. Anyone who follows our feeds can see the alerts. On our community website, **republic**Ens can comment on each alert and vote to approve or disapprove of each candidate statement. (We have built the functionality and in September are testing it with **republic**En volunteers now.) We aim to create content from **republic**En engagement with the alerts; e.g. infographics showing **republic**En approval/disapproval of specific alerts or of candidates' aggregate portfolio of climate statements. And what if **republic**Ens creates the news for Climate Eye alerts? We are working on an expansion to the

Climate Eye that creates opportunities for people to 'dare to ask' presidential candidates if they think free enterprise can solve climate change.

Evidence-based strategies for paid reach for recruitment and engagement

The next section outlines quantifiable Key Performance Indicators. These are metrics which help us better understand and serve the **republic**En community and help us better target and reel-in prospective recruits. We have a lot of recruitment ahead of us – both online and in person. We view as part of our core mission the discovery and demonstration of efficient ecoRight-recruitment messaging and content related to climate action.

Everything we promote is tied to one or more recruitment pathways. For example, a Facebook campaign may drive email conversions through a landing page or Facebook-app, and those prospective **republic**En**s** are targeted for recruitment with tailored emails.

Everything we promote also helps us narrow to whom we promote. Specifically on Facebook, when we see good performance on any promotion (for web traffic, engagement, or page likes) and run it long enough to hit vague spending thresholds, Facebook provides a list of interests and demographic traits that best predict success for that ad unit. Additionally, across different platforms a tracking pixel lets us follow website visitors and followers who haven't yet joined the community. This segment has a higher conversion rate and we can serve content directly to those people via Facebook and Google.

Most of our resources on social media go to **Facebook** because it offers the richest data and allows the best targeting. In 2016, we will almost always be running two simultaneous campaigns: One to cast a wide net for overall page likes and website traffic, and one that experiments with narrowly tailored targeting to determine audience traits for optimized targeting on the larger scale. As the campaigns proceed, our demographic profiles are honed and cost-efficiency will continue to improve.

With improved targeting, we estimate a new cost per like of between $0.30 - $0.60. A goal of an additional 70,000 likes (to exceed 100,000 organic Facebook reach) would cost between $21,000 - $42,000. Web-traffic promotions on Facebook may prove more efficient than page-like promotions for converting active **republic**En members, in which case we would trade-off resources.

Some content feeds perform better on different social platforms. For example, Climate Eye derives most of its traffic from Twitter, which lends well to the 'alert' function of Climate Eye. We aim to test whether Twitter Advertising is cost-effective in growing Climate Eye traffic and corollary recruitment pathways. We also aim to experiment with keyword strategies and a limited budget to drive traffic from Google search and ensure we rank highly in relevant searches.

Insights snapshot: results from June-July 2015 Facebook experimentation

- *Best performing ad campaigns invoked Reagan's environmental legacy, with the most successful campaign coming in at $0.31 per like acquisition (vs. the overall average of $0.77 per acquisition).*

- *Ad campaigns performed best with people that are married, have families, rural, red states, low to moderate income, low to moderate education attainment. Cheapest for 35-54 demographic. Insignificant difference between women and men.*
- *Current Facebook page engagement is consistent with this demographic, and does not skew younger as we expected.*

Quantifiable Key Performance Indicators

- How many republicEns are active, and how active are they?
    - Number of profiles (active and inactive)
    - Average online engagements per active republicEn
- How well is republicEn.org performing?
    - Unique visitors per month
    - Page views per visit + bounce rate vs. industry standards
    - Referral traffic from social media platforms, earned media, and Google search
- How well is the republicEn brand and message performing on social media?
    - Engagement rate
    - Follower growth
    - Influencer follows and engagements (e.g. journalists, policymakers)

Cost per Conversion and Conversion Rate are metrics reportable across most of our content, promotions, and even events (though less precisely). Conversion goals apply to email signups, Facebook like acquisition, Climate Eye votes, new **republic**En profiles created, etc. Conversation rates are reportable for all calls to action across all online platforms. Additionally, we track cost per conversion for promoted content. We track these through Facebook Insights and Google Analytics.

Starting in 2016, we plan to include a metrics report highlighting performance and data insights in our monthly updates to funders. Sharing this data with funders (and potentially close 501(c)(3) allies) will create little new work for us, and making sense of all this data is critical to improving the **republic**En community experience, optimizing our content and action touchpoints, and driving down costs per recruit.

Collaborations-

EcoRight Coalition

The 'ecoRight' is a term of affection we use for our group of allies on the right. The core is the R Street Institute, Niskanen Center, ClearPath Foundation, Citizens for Responsible Energy Solutions, **republic**En, and several individuals (e.g. Rob Sisson, AEI scholars). We also like to include all the energy-freedom and solar-freedom folks.

Into 2016, we want to offer **republic**Ens more access to the ecoRight coalition. We're cooking up various ways to showcase our friends and their ideas, and ways to create engagement with our community. Our community manager – Rebecca Bernbach – is motivated to lead this project and brings experience managing coalitions at the Cato Institute.

Research

We are adding to the knowledge base about what works with conservatives. In 2016 we want to do better about sharing that knowledge with allies who can put it to use. For insights, we have leaned on Rich Thau, on James Dozier's pollsters, and on Ed Maibach, or host and head of the Center for Climate Change Communications at George Mason University.

We are also delighted with opportunities to help meaningful polling and academic research. Earlier in 2015, the Energy Foundation, in partnership with the Analyst Institute, wanted to test the efficiency with which various messages can get Republican-leaning voters to patch through and thank their Member of Congress for leadership on clean energy. "The Energy and Enterprise Initiative" was the sponsor named on the calls in eight states: CO, NV, IA, IL, MN, OH, WI, VA. Another two states were called in partnership with our friends at the Michigan Conservative Energy Forum and North Carolina Conservatives for Clean Energy. The experiment made 5,744 patch through calls at an overall rate of 2.1%. No message theme was overall more successful. A jobs message played better with men, and legacy and health themes did better with women.)

Advising or sponsoring research projects doesn't take much time or many resources, and we garner insights and reputational benefits (e.g. with the Energy Foundation's research, we happily took credit for 5,744 thank-you calls received by Senators and Representatives.

Team

Leadership

Bob Inglis is our chief brand ambassador for the **republic**En community. He speaks frequently at **republic**En and other events, leads outreach to public leaders and potential validators, and represents **republic**En to media and potential donors. Into 2016, we are developing content to grow and engage Bob's personal following and make him more easily accessible to active members of the community.

Alex Bozmoski coordinates republicEn staff and workflow and acts as a deputy brand ambassador, especially in DC and to Millennial conservative audiences.

Media

Price Atkinson does all our media pitching and media relations. He manages our blogs, press releases, and emails and curates our social-media feeds.

Community / Digital

Kevin Croswhite is responsible for our website, optimizing our digital recruitment pathways, and building the functionality/infrastructure for new community content.

Rebecca Bernbach was hired in August 2015 to lead **republic**En community management. She is the first point of contact for all new members. She is responsible for sourcing and optimizing **republic**En recruitment promotions and community content, connecting with **republic**Ens on social media, and tracking **republic**En engagement.

Greg Cordell at Brains on Fire advises our team on community-development and social-media strategy. In addition to helping us craft strategy, into 2016 Greg will always building the look-and-feel of a new **republic**En campaign for us to test.

State programming

Anthony Bustamante and Groundswell Strategies is our highly capable team based in Miami. Anthony is a well-known and successful operative in Florida, having started as Sen. Marco Rubio's first Senate campaign staffer. He and his deputies coordinate **republic**En events and outreach in south Florida.

Doug O'Brien is a veteran Republican operative in Chicago, and formerly Rep. Mark Kirk's chief of staff. Doug coordinates grasstops events for republicEn and provides access to key public officials, donors, and other influential conservatives in Illinois.

Counsel

Elliot Berke provides legal counsel to ensure all our activities are comfortably within the scope of our educational mission. He also represents Leader Kevin McCarthy and the Republican National Convention.

Development and Budget

Please see two attached workbooks.

1) *republicEn 2016 categories and projections.xlxs* – includes a baseline projection ($1,369,000) and a conditional projection (plus $249,000).
2) *republicEn financials Jan 1 2015 – August 31 2015* – shows 2015 revenue ($644,000) and spending ($815,000) year-to-date against 2015 projections from earlier proposals.

Prospective funding sources

During the fall of 2015:

- We are hopeful for renewal grants from the Skoll Global Threats Fund, Rockefeller Family Fund, Energy Foundation, Linden Trust for Conservation, and an Anonymous foundation.
- We hope to hear good news from the Merck Family Fund ($25,000 target)
- We will ask Julian Robertson for renewed support ($100,000 target)
- We will ask individual donors for renewed support ($35,000 target)

During 2016:

- The MacArthur Foundation is a very significant lead. We have been invited to submit a proposal in winter for 2016 funding. Doug O'Brien leads our relationship with the foundation. We are exploring options to include partners in our proposal, with a view to request a large multi-year grant.
- We are hopeful for renewed support from Cheniere Energy ($100,000 target).

subj file
010430

Linden
Trust for
Conservation

156 West 56th Street, Suite 900
New York, NY 10019
T: 212 991-3730
F: 646 225-7136
www.lindentrust.org

December 20, 2016

Energy and Enterprise Initiative
George Mason University
MS 6A8
Fairfax, VA 22030
Attention: Bob Inglis

Dear Bob:

We are pleased to inform you that the Trustees of the Linden Trust for Conservation ("***we***") have agreed to make a grant of $75,000 to George Mason University ("***you***") for the year 2017, pursuant to your grant proposal sent to us on December 19, 2016 (the "***Proposal***") entitled "Request of Linden Trust for Conservation" (the "***Project***") and subject to the terms and conditions set forth in this agreement letter (the "***Grant***").

1. Payments

As long as, in our judgment, the terms and conditions set forth herein continue to be met, we will provide to you $37,500 in January 2017 and $37,500 in July 2017.

2. Your Tax Status

The Grant is conditioned on our understanding that you are an organization exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code (the "***Code***") and are not classified as a private foundation under Section 509(a) of the Code because you are a "public charity" described in Section 509(a)(1) or (2).

3. Purpose of the Grant

The Grant is made to help you achieve the objectives of the project described in the Proposal, and you will perform best efforts to achieve such objectives. No part of the Grant may be used for any purpose other than those for which the Grant is intended. We may require you to repay promptly any part of the Grant funds used in contravention of the express terms of this agreement letter. Notwithstanding anything herein, you agree to use the Grant solely for purposes described in Section 501(c)(3) of the Code.

4. Reporting

You will provide us with four reports, due on April 15, July 15, and October 15, 2017 and January 15, 2018. The first three reports will cover the prior quarterly periods and the last report will cover the entire year 2017. Each report will provide a summary of your progress made in accomplishing the purposes of the Grant, including a summary of your progress toward your objectives, key events, accomplishments, challenges and failures, if any, during the relevant period. In addition, the January 15, 2018 report will include a financial report detailing how the Grant funds have been spent during the year.

After receiving a report, we will request that you discuss it with us, either by telephone or in person. You also will provide us with copies of any key documents produced during the Project, as well as informal updates as we may request from time to time.

You will keep records of expenditures and copies of the reports submitted to us until December 31, 2021, and you will make your books, records and supporting documentation related to the Grant available to us upon our reasonable request and at reasonable times until December 31, 2021.

5. Material Changes

In addition to the scheduled reports, you will promptly inform us of any change in (i) your legal or tax-exempt status, (ii) your key personnel working on the Project, or (iii) external circumstances that may have a material impact on your ability to achieve the purposes for which the Grant is made. If, in our view, any such change jeopardizes the successful completion of the Project, we reserve the right, at our option, to revise the scope of your work, by mutual agreement with you, or to terminate our funding.

6. Additional Conditions

We may desire public recognition for our role in funding this project described in the Proposal. You agree to accommodate our reasonable requests in this regard.

7. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

If you accept the terms of this agreement, please countersign a copy of this agreement letter and return it to us. We are very excited about this project and look forward to seeing the results.

Best regards,

Roger T. Ullman

Roger Ullman
Executive Director

I am authorized to act on behalf of George Mason University and hereby acknowledge and accept, in the name and on behalf of George Mason University, the foregoing terms and conditions of the Grant.

Foundation, Inc.

Foundation, Inc.

Signature: Susan Cunningham for Janet Bingham

Name: Janet Bingham

Title: President, George Mason University Foundation, Inc.

Date: December 21, 2016

Cc: Lawrence H. Linden

subj file: 010430

Linden
Trust for
Conservation

[illegible]
New York, NY 10019
T: 212 [illegible]
F: [illegible]
www.lindentrust.org

February 12, 2015

Energy and Enterprise Initiative
George Mason University
MS 6A8
Fairfax, VA 22030
Attention: Bob Inglis

Dear Bob:

We are pleased to inform you that the Trustees of the Linden Trust for Conservation ("***we***") have agreed to make a grant of $150,000 to George Mason University ("***you***") for the year 2015, pursuant to your grant proposal dated February 2, 2015 (the "***Proposal***") entitled "CY 2015 Proposal to Linden Trust for Conservation" (the "***Project***") and subject to the terms and conditions set forth in this agreement letter (the "***Grant***").

1. Payment

Immediately upon receipt of an executed copy of this agreement letter from you, we will provide the full amount of the Grant to you.

2. Your Tax Status

The Grant is conditioned on our understanding that you are an organization exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code (the "***Code***") and are not classified as a private foundation under Section 509(a) of the Code because you are a "public charity" described in Section 509(a)(1) or (2).

3. Purpose of the Grant

The Grant is made to help you achieve the objectives of the project described in the Proposal, and you will perform best efforts to achieve such objectives. No part of the Grant may be used for any purpose other than those for which the Grant is intended. We may require you to repay promptly any part of the Grant funds used in contravention of the express terms of this agreement letter. Notwithstanding anything herein, you agree to use the Grant solely for purposes described in Section 501(c)(3) of the Code.

4. Reporting

You will provide us with four reports, due on April 15, July 15, and October 15, 2015 and January 15, 2016. The first three reports will cover the prior quarterly periods and the last report will cover the entire year 2015. Each report will provide a summary of your progress made in accomplishing the purposes of the Grant, including a summary of your progress toward your objectives, key events, accomplishments, challenges and failures, if any, during the relevant period. In addition, the January 15, 2016 report will include a financial report detailing how the Grant funds have been spent during the year.

After receiving a report, we will request that you discuss it with us, either by telephone or in person. You also will provide us with copies of any key documents produced during the Project, as well as informal updates as we may request from time to time.

You will keep records of expenditures and copies of the reports submitted to us until December 31, 2019, and you will make your books, records and supporting documentation related to the Grant available to us upon our reasonable request and at reasonable times until December 31, 2019.

5. Material Changes

In addition to the scheduled reports, you will promptly inform us of any change in (i) your legal or tax-exempt status, (ii) your key personnel working on the Project, or (iii) external circumstances that may have a material impact on your ability to achieve the purposes for which the Grant is made. If, in our view, any such change jeopardizes the successful completion of the Project, we reserve the right, at our option, to revise the scope of your work, by mutual agreement with you.

6. Additional Conditions

We may desire public recognition for our role in funding this project described in the Proposal. You agree to accommodate our reasonable requests in this regard.

7. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

If you accept the terms of this agreement, please countersign a copy of this agreement letter and return it to us. We are very excited about this project and look forward to seeing the results.

Best regards,

Roger Ullman
Executive Director

I am authorized to act on behalf of George Mason University and hereby acknowledge and accept, in the name and on behalf of George Mason University, the foregoing terms and conditions of the Grant.

Signature:

Name: David A Rice

Title: Director Environmental Health & Safety

Date: 2/24/2015

Cc: Lawrence H. Linden

Energy and Enterprise Initiative

CY2015 Proposal to Linden Trust for Conservation

2/2/2015

Ultimate Objectives

The Energy and Enterprise Initiative recently opened a new chapter in conservative climate leadership by launching the **republicEn** community in November 2014. The objective of **republicEn** to build a well-educated constituency of validators and grassroots advocates unified under a common banner and acting with a common purpose for conservative leadership on climate change.

Our ultimate objective is a **republicEn** community strong enough in numbers and solutions to attract highly influential allies in conservative media, business and the U.S. Congress; a republicEn community active enough on social media and locally in hubs to inspire reluctant climate realists in Congress to engage with **republicEns** and publicly show incremental progress towards calling conservative leadership on mitigation policy.

Our educational efforts make the case that a steadily-rising, revenue-neutral, border-adjustable carbon tax is the best way to address climate change. We advocate for transparent pricing of energy, making the case that all costs should be "in" and all subsidies removed. We say that the government should be the honest cop-on-the-beat, internalizing negative externalities, but not picking winners and losers. We advance the concept of energy liberty, arguing that homeowners should be allowed to contract with third party installers of rooftop solar without interference from monopolistic utilities. As the tribal rejection of climate action clears (and we're actively blowing away that fog), we believe that more conservatives will embrace these concepts as consistent with their deeply held beliefs.

Theory of Change

Fostering a home for pragmatic and pro-climate conservatives is not an end in itself, but it's the means to all the ends that matter to us: that new conservative climate-change narratives emerge; more climate-realist Members and influentials self-identify and lead; and Congressional support for mitigation policy reaches critical mass.

Momentum is swinging to the agents of reform. The dominant climate science narrative in the Republican Party has evolved from hoaxer antagonism to I'm-not-a-scientist detachment. A growing bloc of elected Republican climate realists are showing more willingness to go on record acknowledging human causation, as evidenced by recent votes on Keystone amendments. Climate realism is an awkward position without pragmatic solutions. As more Republicans adopt climate realism, we expect higher demand for conservative solutions and grassroots support. A revenue-neutral carbon tax is the solution, and the **republicEn** community is our answer to this growing demand. We believe that a vibrant and growing constituency for conservative climate leadership can bring out more climate realist Republicans and accelerate the transition to solutions messaging.

Activities

republicEn recruitment and community development

We have three priorities for **republicEn**'s online presence: 1) a focus on showcasing supporters and their voices; 2) the regular production of highly sharable content; and 3) evidence-based optimization.

Focus on supporters: republicEn.org in anchored by the individual profiles and actions of **republicEns.** Every **republicEn** has a personal profile on our site which is enhanced over time with badges and content reflecting that **republicEn's** contributions and actions. Our community management keeps staff in direct contact with **republicEns** on a regular basis. Over time, our content creation will focus more and more on showcasing and engaging individual **republicEns.**

Highly shareable content: Touchpoints across all platforms fall into three action categories:

1) Spread the word – Sharing via email or social media is the trackable action for content intended to inform or entertain (e.g. memes, newsletters, republicEn spotlights).
2) Add your voice – Opportunities to identify as republicEn (e.g. vote in surveys, use a twitter hashtag, sign letters or petitions, submit a profile)
3) Show up – Opportunities to engage with republicEns (e.g. social events, talks, hub leadership meetings)

Good data insights: Our digital strategy for growing the **republicEn** community relies on data analytics and optimization to continuously improve the **republicEn** experience, optimize our content and action touchpoints, and drive down promotional costs per recruit. RepublicEn.org and all our social-media platforms and CRM are linked to a central supporter database on the Hubspot platform.

Hub development

republicEn.org will be our new digital hub, and anyone from anywhere can join, participate, and contribute their voice to the community. We are concentrating investment in face-to-face outreach, local programming, and paid promotions for education/recruitment in three regional hubs: Miami Dade metro, Milwaukee/Kenosha metro, and Chicago metro areas. Our objective in each hub is to move the needle on climate action by training and resourcing small groups of committed **republicEns** and backing them up with media and digital support.

E&EI has on-the-ground directors in Florida, Wisconsin and Illinois. Each of our hubs is developing in a unique political context and with unique assets, so our hub strategy and structure is not uniform across regions. However, our hubs share in common programming and recruitment objectives for organizing, retaining and showing-off republicEn volunteers and validators. Our hubs also share common digital strategy and infrastructure, which we anticipate helping us scale into new territories.

Supporting Activities

Local initiatives

E&EI meets new supporters everywhere we go, but it's rare to find conservatives motivated to act over and over again to build support among their peers for distant, prospective, federal tax reform. **republicEns** also run out of rope quickly if their audience dislikes a carbon tax, or if local leaders and

officials want to get involved locally but are unable to publicly and presently endorse a carbon tax. For these reasons, state directors are actively planning local educational initiatives related to climate adaptation, distributed energy and ratepayer rights. These are tactical initiatives complimentary to our mitigation mission and aimed at enhancing our local credibility and salience.

Media

Placing and earning media – especially conservative and major newspaper coverage – is important for building local relevance and credibility, improving issue salience, reaching new audiences for recruitment, and sending overtures from the republicEn community to influencials and Members of Congress. E&EI will promote its message, events and papers through online media and through earned media on radio and television. We will focus on conservative networks but accept opportunities with mainstream media as well since both have tactical benefits. We are developing a reputation as one of the go-to conservative voices on climate, and we hope to build upon that progress with higher-profile media in the months to come.

Town-and-gown events

Turning real conservatives out for events is important for earning media, in-person recruitment, and establishing local presence and relationships in hubs. We improve our prospects of conducting events with the participation of Members of Congress in hub states by developing a track record of productive and entertaining events with good attendance.

E&EI will continue to sponsor and participate in events that gather conservatives to discuss climate and energy policy. E&EI participated in dozens of these events last year at universities and colleges, policy groups and other venues. We will continue to use events to engage with College Republicans, Federalist Societies, business and policy groups, business executives, evangelicals, former elected officials, and others. In addition to laying claim to the future, we hope that our work among college students, law students, business school students and young evangelicals equips them to be ambassadors to their parents and grandparents. Henceforth, **republicEn** recruitment is a key component to our town-and-gown programming agenda.

Educational outreach on Capitol Hill

We do not spend a lot of time on the Hill. Our primary deliverable is a grassroots education, which we believe is necessary before Hill education is effective. However, we look to develop relationships with Hub-state Members, climate realist Members, and other Members whom our allies (e.g. CCI, CRES, RSI, AAF) suggest are important to educate. As **republicEns** matures in hub states, we hope to facilitate regular events and meetings between **republicEns** and their representatives.

Staff

E&EI has five full-time employees, and several regular contractors. In addition the individuals below, E&EI contracts regularly with Brains on Fire, a creative firm in South Carolina.

Core Team	State Directors	Regular Contractors

Bob Inglis (Executive Director) Former Member of Congress

Alex Bozmoski (Dir. Strategy) Solar entrepreneur; energy-policy consultant; operative

Price Atkinson (Dir. Comms) Journalist; former Comms Director for Rep. Inglis

Audra Achiu (Mngr. Operations) Hill staffer for Reps. Rigell & Walorski; coordinated Fix Congress Now Caucus

Doug O'Brien (Illinois) (1099 contractor) Fmr Chief of Staff to Rep. Mark Kirk; Exec. Dir. of IL Clean Energy Alliance; political advisor to many R campaigns

Anthony Bustamante (Florida) (1099 contractor) Fmr Sen. Rubio campaign grassroots director; FL lead for Rick Perry; state-wide operative

Kevin Croswhite (Wisconsin) Young operative; digital strategy for WI GOP; operative for several WI recall campaigns

George Abar (Strategic counsel)

Ryan Jetton (Digital Lead) Former NRCC Chief Technology Officer; functioning as our digital director for republicEN

Elliot Berke (Legal counsel) Other clients include the RNC Convention; the offices, PACs, and campaigns of Leader Kevin McCarthy and Whip Steve Scalise

2015 staffing changes

We plan to hire a Community Manager on staff, and on contract several additional freelance content creators and bloggers. We will also add state director(s) when republicEn expands to new state hub(s).

Budget snapshot

2015 projected budget: **$1,570,000**

Cash on hand as of 1/1/2015: **$990,000** (includes a pending $250,000 transfer and Linden Trust's 2015 commitment)

Current funding sources

Source	Amount	Grant period
Anonymous	$500,000	Nov 2014-2015
Rockefeller Family Fund	$175,000	April 2014-2015
Linden Trust	$150,000	November 2014
Skoll Global Threats Fund	$150,000	May 2014-2015
Energy Foundation	$125,000	August 2014-2015
Julian Robertson	$100,000	October 2014
ClearPath Foundation	$75,000	March 2014
Trammell Crow	$20,000	October 2014
<$10k donations	$43,550	Bob honoraria ($10,500), Molly Ross ($10k), Arntz Foundation ($5k), Rob Spiedel ($5k) Weiner Foundation ($5k), 4 small donors
Total	$1,338,550	

Prospective funding sources

In addition to applying for renewal grants during 2015 from all of our current supporters, we are in active discussions about possible funding with 1) the MacArthur Foundation, 2) the Joyce Foundation, and 3) the Merck Family Fund.

2015 line-item budget

Public Relations and List Building	**2015 Projection**
Social media promotions	$120,000
Website/action page design & maintenance	$10,000
Content production including creative design	$90,000
Promotional Materials & Marketing Collaterals	$50,000
Activities	
Travel	$55,000
Business meals & non-travel incidentals	$12,000
Event Sponsorship & Production	$45,000
Contest awards	$10,000
Other	
Telecommunications, Technology & General Office	$18,000
Service/Software subscriptions (e.g. Vocus, Politico Pro, Hubspot)	$22,000
Volunteer incentives/prizes/thank yous	$8,000
Contractors	
Digital Lead (Ryan Jetton)	$48,000
Illinois State Director (Doug O'Brien, with Lori Montana)	$66,000
Florida State Director (Anthony Bustamante)	$48,000
Legal Counsel / Tax-Exempt Compliance (Elliot Berke)	$25,000
Stategic Consultant (George Abar)	$54,000
Paid Interns	$36,000
Personnel Salaries	
Executive Director (Bob Inglis)	$250,000
Director - Strategy/Operations (Alex Bozmoski)	$105,000
Director - Communications & Development (Price Atkinson)	$65,500
Sr. Manager - Operations (Audra Achiu)	$55,500
Wisconsin State Director (Kevin Crosswhite)	$43,000
Community Manager (TBD)	$65,000
George Mason University Related Costs	
Fringe Benefit Charges for Personnel Salaries	$181,040
Full-time Financial Manager/ GMU interface (Mohamed Ahmed)	$15,780
GMUF Administrative Fee (6%)	$73,309
TOTAL	**$1,571,129**

Subj, file
010550 B

Carnegie
CORPORATION
OF NEW YORK

July 26, 2017

Ms. Janet Bingham
President
George Mason University Foundation
Office of Sponsored Programs
4400 University Drive, MS 4C6
Fairfax, VA 22030

Dear Ms. Bingham:

I am pleased to inform you that Carnegie Corporation of New York (the "Corporation") appropriated the sum of $50,700.00 to George Mason University Foundation (the "Grantee Organization"). The description and terms of the grant are detailed below. This letter and all attachments hereto constitute the "Grant Agreement" between the Corporation and the Grantee Organization.

If you are in agreement with the grant description and terms, please sign Attachment 1. Retain a copy of the Grant Agreement for your records and email a copy to the Corporation at grantsinfo@carnegie.org as soon as possible. By signing this Grant Agreement, you indicate that you understand and agree with the description and terms of the grant and that there has been no change to your organization's tax exempt status.

If the organization's tax status should change during the course of the grant, please notify grantsinfo@carnegie.org immediately, as it may affect the Grantee Organization's reporting requirements to the Corporation and the reporting required of the Corporation by the U.S. Internal Revenue Service.

Description of Grant

Carnegie Corporation Grant Number: G-17-55091 (Please include on all grant related correspondence.)

Grant Purpose: For a convening of Track II practitioners (the "Project")

Grant Reference Documents: The final proposal dated July 18, 2017, and the budget dated July 17, 2017

Duration of Grant: August 1, 2017 to April 30, 2018

Grantee Organization Project Director(s): Susan Allen

Grantee Organization Financial/Administrative Officer: Susan Van Leunen

Responsible Corporation Officer(s): Stephen Del Rosso, Jr.

Director of Grants Management: Nicole Howe Buggs

Payments will be made per the following schedule upon receipt of the countersigned Grant Agreement:

Payment	Due Date
$50,700.00	8/1/2017

Grant payments will be delayed if (1) the Grantee Organization fails to submit satisfactory and timely reports on this grant or other Corporation grants or (2) submitted reports on this grant indicate a substantial unexpended balance of grant funds on hand. In addition, if the Grantee Organization is not exempt under section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code") and classified as a U.S. public charity by the U.S. Internal Revenue Service, grant payments will be delayed until such time as the Corporation has received (1) a supplemental affidavit for equivalency determination requested by the Corporation, and (2) an updated opinion of the Corporation's counsel that the Grantee Organization continues to be the equivalent of a U.S. public charity.

Reporting Schedule:

Report	Due Date
Final Report	8/1/2018

Please submit all reporting requirements via the grantee portal located under the requirements section. For reference, report templates are also available on the Corporation's website under "Grants/Grantee/Grantee FAQ's". Please contact grantsinfo@carnegie.org if you have any questions about the reporting requirements or cannot access the information on the grantee portal.

U.S. Sanctions: By signing this Grant Agreement, the Grantee Organization confirms that it is aware of, and adheres to, U.S. Sanctions and Treasury Department Office of Foreign Assets Control (OFAC) regulations, including as outlined in the attached letter from the Department of the Treasury.

Safekeeping of Funds: Grant funds must be kept in a risk-free account, such as a checking or savings account, preferably interest-bearing. The Grantee Organization may not comingle grant funds with endowment funds or investment funds without prior written approval from the Corporation.

Interest: Interest accrued to the grant should be applied to the Project and reported in the grant's final financial report.

Use of Funds: The grant, as well as income earned from any investment of grant funds, (i) will be used only for the Project, which project involves exclusively charitable, scientific, literary or educational activities that are described in Code section 170(c)(2)(B), (ii) will be expended substantially in accordance with the budget submitted to the Corporation, and (iii) will not be expended for any other project without the Corporation's prior written approval.

Unexpended Funds: The Grantee Organization agrees to return any unexpended funds that remain at the end of the grant period.

Grant Modifications: Permission to substantially modify grants must be requested in writing and in advance. Please send all requests to **grantsinfo@carnegie.org** and include 'Modification Request' and the grant number in the subject line of your email. Additional information on grant modifications is attached.

Grant Cancellation: The Corporation reserves the right to cancel this grant if there is a change in the Grantee Organization's tax exempt status or it determines, in its sole discretion, that the Grantee Organization has breached this Grant Agreement, the Grantee Organization's performance is unsatisfactory, grant funds have been spent on activities other than the Project without the Corporation's prior consent, or that the Grantee Organization will be unable to complete the Project as set forth in the Grant Agreement. If the Corporation cancels the grant, the Grantee Organization agrees (i) to return any unexpended funds to the Corporation immediately, (ii) and to provide an accounting as to the use of any expended funds, and (iii) to repay to the Corporation any funds that have been spent on activities not approved by the Corporation.

Record Maintenance and Inspection: The Foundation requires that you maintain adequate records for this grant to enable the Corporation to easily determine how the grant funds were expended. Your books and records must be (i) made available for inspection by the Corporation or its designee at reasonable times to permit us to monitor and conduct an evaluation of operations under this grant and (ii) kept for at least four years after the funds are spent. The Corporation is authorized to conduct audits, including on-site audits, at any time during the term of the grant, and within four years after completion of the grant.

Published Materials Resulting from Grant: One copy of each publication, including books, videos, newsletters, CDs, journal and newspaper articles, and conference proceedings, should be sent in hard copy if it exceeds fifty pages, to the attention of Gladys McQueen, Records Manager. If it is less than fifty pages, electronic format may be submitted to

grantsinfo@carnegie.org with the subject: Published Materials Resulting from Grant along with the grant number. Include the following statement in any Corporation supported publications:

This (publication) was made possible (in part) by a grant from Carnegie Corporation of New York. The statements made and views expressed are solely the responsibility of the author.

Copyright Issues: The Corporation retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, edit, or otherwise use materials resulting from the grant for Corporation purposes. Edits or adaptations may be prepared in order to facilitate dissemination; in such cases the edits or adaptations will be shared with the Grantee Organization. It is understood, however, that copyright ownership of material resulting from this grant remains with the author or his/her institution. In that regard, if copyright is assigned to any other individual or institution, the Corporation retains its nonexclusive and irrevocable license to reproduce, publish, edit, or otherwise use and to authorize others to use published materials resulting from the grant for Corporation purposes, and the assignee must be advised of and agree to that condition.

Communicating Project-Related News: The Grantee Organization is encouraged to coordinate with the Corporation to issue public announcements when there are important, newsworthy developments related to the grant, including the publication of reports, surveys and other grant related research. The Corporation is often able to leverage such work to audiences beyond the Grantee's immediate network. Please notify the Communications Office at (212) 207-6273 or externalaffairs@carnegie.org about your Project and send copies of news announcements and publications in advance of their public dissemination. The Communications Office seeks to support the Grantee's work and will determine if and how we might assist in leveraging Project-related news.

Use of Name: The Grantee Organization shall not use the name, emblem or official seal of the Corporation without the prior written approval from the Corporation's Communications Office (212) 207-6273 or externalaffairs@carnegie.org. The Grantee Organization may, however, reference the Corporation's support for, and the nature of, the Project being pursued under this Grant Agreement. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Compliance with Anti-Terrorism Laws: The Grantee Organization has not and will not knowingly provide material support or resources for acts of violence or terrorism as defined in 18 U.S.C. section 2339A.

Compliance with Anti-Bribery Laws: The Grantee Organization has not and will not directly or indirectly offer or pay, or authorize such offer or payment of, any money or anything of value to improperly or corruptly seek to influence any government official or any other person in order to gain an improper advantage, and has not accepted, and will not accept in the future, such a payment.

Enforcement: The Corporation hereby reserves the right to enforce the terms of this Grant Agreement, including by filing suit in a court of competent jurisdiction, and the Grantee agrees that the Corporation will have standing to bring any such suit.

Entire Agreement and Governing Law: This Grant Agreement will constitute the full understanding between the parties and will be governed by the laws of the State of New York without regard to conflict of laws rules. Any legal action or proceeding relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of New York and the United States District Court for the Southern District of New York located in the city and county of New York and their respective appellate courts.

We wish you great success in the activities this grant supports.

Sincerely,

Nicole Howe Buggs
Associate Corporate Secretary &
Director of Grants Management

Attachments

Cc: Susan Allen
Susan Van Leunen
Stephen Del Rosso, Jr.

Carnegie Corporation of New York
Grant # G-17-55091
Grant Agreement
Attachment 1:

Signature Page to Grant Agreement

This Grant Agreement is to be signed by the George Mason University Foundation recipient and signifies that you agree with the description and terms set forth in this Grant Agreement.

Susan Lee Summers for Janet Bingham
Signature of Authorized Official

Janet Bingham
Print Name

President
Title

July 27, 2017
Date

Please email the signed Grant Agreement to grantsinfo@carnegie.org. Please include 'Grant Agreement" and the grant number in the subject line of your email. If email is not an option, please fax to (212) 753-0584 or mail to 437 Madison Avenue New York, NY 10022. (Please note that there is no need to return a hard copy if a signed copy is sent electronically.)

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement.

Carnegie Corporation of New York
Grant # G-17-55091
Grant Agreement
Attachment 2

Requirements for Grant Modifications

Permission to substantially modify grants must be requested in advance. Please note that although activities and products may be modified, the general purpose of the grant must remain the same. Please review the requirements for modifications below and via our website: www.carnegie.org/grants/grantees/reporting-requirements-modification-requests/.

Directions: Grant Modifications can be submitted via the grantee portal. To initiate the process, please submit an email to grantsinfo@carnegie.org with your Grant ID number and the name of the primary contact for the grant. You will receive an email confirmation notifying you to log into the portal and access the grant modification form (located on the bottom left).

Request to Revise the Budget

A revised budget must be requested when changes to line items amount to more than 20 percent of the budgeted amount or when line items are added or deleted from the original approved budget.

All budget revisions must:

Be signed by the financial officer responsible for the grant;

Include an itemized revised budget compared to the original (or most recently approved revised budget); and

Include a written budget narrative justifying the changes.

Requests to Modify Activities and Products

Requests to make substantive changes to the goals and products noted in the Grant Agreement must include a rationale for the changes. It may be necessary to include a request to revise the budget depending on the extent of the proposed modifications.

The following requests will not be considered if reports on this grant are overdue.

Carryover and Extension Requests

If it appears that grant funds will remain unspent when a grant expires, the grantee institution may request the funds be **carried over** to a renewal grant. If the grant was not renewed, the grantee may request a **no-cost extension** of the duration of the grant to a specific date when all funds will be spent and the activities completed.

Carryover Requests

Carryover requests must:

1. Explain why funds will remain unspent when the grant expires;
2. Include a financial report that notes the projected or actual amount of unspent grant funds; and
3. Include an itemized budget that indicates how the unspent funds will be allocated in the renewal grant and a written budget narrative justifying the changes.

No-Cost Extension Requests

No-cost extension requests must:

1. Propose a new ending date for the grant;
2. Explain why more time is required to complete the project;
3. Include a signed financial report that compares projected expenditures to the original or most recently approved line item budget for the use of Corporation funds; and
4. Include a revised itemized signed budget for the extension period and a written budget narrative justifying the changes.

Request to Transfer Grant from Original Grantee Institution to Another Institution

Must include:

1. An explanation for why the transfer is necessary;
2. A specific date when the proposed transfer will occur;
3. Financial and progress reports from the original grantee (accounting to the day before the proposed transfer) that note the amount of unspent grant funds that will be transferred;
4. A letter from the head of the original grantee institution or official authorized to sign on behalf of the grantee institution relinquishing the grant;
5. A letter from the head of the new institution or official authorized to sign on behalf of that institution accepting the grant;
6. The EIN number from the new institution to verify tax status;
7. CV and contact information of the new principal investigator (if applicable);
8. Contact information for the new project administrator/financial officer (if applicable);
9. Payment instructions for the new institution (if applicable); and
10. A budget, signed by a financial officer, for the use of remaining grant funds.

Request to Change Project Director/Principal Investigator

The Corporation reserves the right to change the description and terms of the grant if a new project director/principal investigator is not satisfactory to the Corporation.

Include:

1 An explanation for why the change is necessary; and
2 CV and contact information for the new project director/principal investigator.

DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220

Case No. IA-2012-298411-1

Ellen Bloom
Vice President
Chief Administrative Officer & Corporate Secretary
Carnegie Corporation of New York
437 Madison Avenue
New York, NY 10022

Dear Ms. Bloom:

This responds to your letter of October 22, 2012 (the "Application"), to the Office of Foreign Assets Control ("OFAC") on behalf of Carnegie Corporation of New York ("Carnegie") requesting guidance or, alternatively, a license to fund conferences to be held in the United States and third countries to which Iranian nationals or persons from sanctioned countries may be invited. As stated in the Application, Carnegie is a private, grant-making company which promotes and supports international peace, the advancement of education and knowledge, and democratic ideals. Specifically, Carnegie proposes to support the activities of U.S. and non-U.S. grantees, such as the Lichtenstein Institute on Self-Determination ("LISD") at Princeton University, which organize conferences in the United States or in third countries to which Iranian nationals or persons from other countries subject to sanctions, such as Syria, Zimbabwe, Somalia, Lebanon, and North Korea, may be invited or involved. Therefore, Carnegie seeks specific authorization or guidance as to whether it may fund or support such conferences organized by its grantees. Please be guided by the following.

Iran

The Iranian Transactions and Sanctions Regulations, 31 C.F.R. Part 560 (the "ITSR"), generally prohibit the importation into the United States of any goods or services of Iranian origin or owned or controlled by the Government of Iran. ITSR, § 560.201. Section 560.204 of the ITSR prohibits the exportation, reexportation, sale, or supply of any goods, technology, or services, directly or indirectly, from the United States or by a U.S. person, wherever located, to Iran or the Government of Iran. ITSR, § 560.204. Additionally, the ITSR generally prohibit U.S. persons, wherever located, from engaging in any transaction or dealing in or related to (1) goods, technology, or services for exportation, reexportation, sale, or supply, directly or indirectly, to Iran or the Government of Iran, or (2) goods or services of Iranian origin or owned or controlled by the Government of Iran. ITSR, § 560.206(a). This prohibition includes but is not limited to purchasing, selling, transporting, swapping, brokering, approving, financing, facilitating, or guaranteeing. ITSR, § 560.206(b). The ITSR define the term *U.S. person* to mean any United States citizen, permanent resident alien, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States. ITSR, § 560.314.

Section 560.554 of the ITSR contains a general license that authorizes certain importation of services from and exportation of services to Iranian nationals related to conferences in the United States or third countries. ITSR, § 560.554.[1] However, this authorization excludes such importation from or exportation to Iranian individuals or entities that are the Government of Iran, an Iranian financial institution, or any other person whose property and interests in property are blocked pursuant to section 560.211, other than activity that is otherwise exempt from the prohibitions under the ITSR. ITSR, §§ 560.554(a) & (b). In addition, for sponsorship of a public conference or other public event in a third country by U.S. persons, the ITSR require that the attendance and participation be open for the public and that the event not be tailored in whole or in part to or for Iran or persons who are ordinarily resident in Iran. ITSR, § 560.554(b). Please note in addition that section 560.554 of the ITSR does not authorize: (1) any release of technology or software to a person who is ordinarily resident in Iran; and (2) the exportation, reexportation, sale or supply of services, or the importation of Iranian-origin services or other dealing in such services, related to the petroleum or petrochemical industries, energy development, crude oil or natural gas, pipelines, or the oil services industry. ITSR, § 560.554(c). Thus, to the extent the sponsored conferences to be attended by Iranian nationals fall within the scope of the general license under section 560.554 of the ITSR, and the transaction does not involve a blocked party or entity designated by OFAC under any other program, no further authorization is required from OFAC.

Please note that the prohibitions contained in the ITSR do not apply to transactions ordinarily incident to travel to or from any country, including importation or exportation of accompanied baggage for personal use, maintenance within any country including payment of living expenses and acquisition of goods or services for personal use, and arrangement or facilitation of such travel including nonscheduled air, sea, or land voyages. ITSR, § 560.210(d). However, please be advised that the exportation and reexportation to Iran of any goods or technology on the Commerce Control List ("CCL goods"), such as laptops, cell phones, tablet computers, and other electronic personal devices, is prohibited unless specifically licensed by OFAC.

Syria

Executive Order 13582 of August 17, 2011, "Blocking Property of the Government of Syria and Prohibiting Certain Transactions With Respect to Syria," ("E.O. 13582"), blocks all property and interests in property of the Government of Syria. E.O. 13582, § 1(a). E.O. 13582 also prohibits the exportation, reexportation, sale, or supply, directly or indirectly, from the United States, or by a U.S. person, wherever located, of any services to Syria, as well as any approval, financing, facilitation, or guarantee by a U.S. person, wherever located, of a transaction by a foreign person where the transaction by that foreign person would be prohibited if performed by a U.S. person or within the United States. E.O. 13582, § 2.

To the extent the Syrian nationals invited to Carnegie-sponsored conferences in third countries are not "ordinarily resident" in Syria and the conference activities do not involve persons blocked by any sanctions program administered by OFAC, a license would not be required for U.S. persons to engage in the proposed activities.

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[1] As you stated in your Application, the authorization for the importation of Iranian-origin services related to conferences in the United States was formerly under section 560.505 of the Iranian Transactions Regulations ("ITR"). On October 9, 2012, the ITR were renamed the ITSR and reissued in their entirety.

On September 26, 2011, OFAC issued General License No. 11 under E.O. 13582 ("GL 11"). GL 11 authorizes nongovernmental organizations to export or reexport services in support of the following not-for-profit humanitarian activities in Syria: humanitarian projects to meet basic human needs, education, democracy building, and non-commercial development projects directly benefitting the Syrian people. Therefore, to the extent the Syrian national attendees are "ordinarily resident" in Syria but the conference activities are in support of the activities identified in GL 11 (*e.g.*, the conference activities support democracy building in Syria, such as rule of law, citizen participation, government accountability, and civil society development projects), such activities may be authorized pursuant to GL 11 and no further OFAC authorization would be required. For any will willing to consider such license requests on a case-by-case basis.

As described above with respect to the Iran, the prohibitions contained in E.O. 13582 do not apply to transactions ordinarily incident to travel to or from any country.

Zimbabwe, Somalia, Lebanon, and North Korea

You also inquired about any OFAC prohibitions on the funding of conferences by U.S. persons that may include attendees from Zimbabwe, Somalia, Lebanon, or North Korea. All of these programs are non-comprehensive, "list-based" sanctions programs, which target individuals and entities listed on OFAC's Specially Designated Nationals and Blocked Persons ("SDN") List. U.S. persons are generally prohibited from dealing or transacting with SDNs targeted by OFAC, unless specifically licensed.

Finally, please be advised that U.S. persons and entities are responsible for their own compliance with U.S. sanctions and are advised to exercise caution prior to engaging in any transaction that may implicate prohibited activity. If you wish to view further information on the various sanctions programs administered by OFAC, please feel free to consult our website at http://www.treas.gov/offices/enforcement/ofac/.

Sincerely,

May 7, 2013

Andrea Gacki
Assistant Director for Licensing
Office of Foreign Assets Control

Date

[redacted]

010658(2)

July 15, 2010

Professor Dan Houser
George Mason University
Department of Economics
4400 University Drive
MSN 3G4
Fairfax, VA 22030

Dear Dan:

I am pleased to enclose a check in the amount of $165,000, representing the third installment of the [redacted] grant made to George Mason University's Department of Economics in 2008. We understand that these funds will be used to support postdoctoral fellowships for Adam Martin, Claudia Williamson, and Shengle Lin.

45K x 15 = 0

to be paid from 010653(2) Transfer?

We ask that you report to us annually on each fellow's activities, including an accounting of the expenditures under the grant. Payment of subsequent installments of the grant will be contingent upon our receipt of a report indicating that the program is proceeding according to plan.

We are delighted to be able to support this effort. Please don't hesitate to be in touch if you have any questions about this contribution.

[redacted]

Enclosure: Check #601275956

$120000 pymt due on Searle/Economics Dept

07/01/08 bal pd. Per D Houser added 45K - new grant or pledge -

[redacted]

[redacted]

June 19, 2007

Professor Peter Boettke
George Mason University Economics Department
4400 University Drive, MSN 3G4
Fairfax, VA 22030

Dear Pete:

On behalf of the trustees, I am pleased to inform you that the [redacted] has awarded the Economics Department at George Mason University a grant of $600,000 over six years to support a post-doctoral fellowship program.

The board is impressed with the caliber of George Mason's economics PhDs and pleased to have this opportunity to help advance their careers. It is our understanding that the fellowships will be used to send one of your top graduating PhD students every year to spend two years as a postdoctoral fellow at a university with a leading economics department. The grant will be paid in six installments: $60,000 in 2008; $120,000 per year in 2009-2012; and $60,000 in 2013.

The first installment will be paid next year when you have made your plans for the first fellow. Payment of each subsequent installment will be made upon receipt of a satisfactory progress report.

We are delighted to be able to support this initiative. Please don't hesitate to be in touch if you have any questions about the trustees' decision or the terms of this grant.

[redacted]

[redacted]

Basic Research Grant Agreement

This Basic Research Grant Agreement ("Agreement") is made and entered into on December 15, 2012 ("Effective Date"), by and between ROCHE R & D CENTER (CHINA) LTD., with a registered office at 5th Building, 720 Cailun Road, Shanghai 201203, China ("Party A") and George Mason University Foundation with a registered office at 4400 University Drive MS 1A3, Fairfax, VA 22030 USA ("Party B"). (Party A and Party B shall be referred to herein individually as a "Party" or, collectively, as the "Parties".)

Whereas:

1. Party A will support basic research conducted in academic research institutions in China (including Hong Kong Special Administrative Region of the People's Republic of China and Taiwan) and foster scientific creativity in biomedical research and development in China.

2. Party A will evaluate and support basic research program in the field of life sciences that conducted at Chinese universities and research institutes with sound scientific rationale and executable research plan based on the funding availability.

3. Party B is a non-private foundation and a private corporation organized and operated exclusively for the benefit of George Mason University. George Mason University is an educational institution engaged in scientific research in the field of drug discovery and development, Party B warrants that

(1) it is properly incorporated and validly existing under the laws of its place of incorporation;

(2) it has taken all necessary action to authorize the signing and performance of this Agreement;

(3) it has power to enter into and perform its obligations under this Agreement and can do so without the consent of any other party;

Party B has submitted grant application to Party A (which is attached hereto as Appendix A and referred to as "Grant Application" hereafter). The title of the Basic Research Grant Project (hereinafter in referred to as "Research Project") is "Establishment of an efficient HBV infection cell culture system for discovery of compounds that eliminate cccDNA or silence its transcription"; and the Principal Investigator is Prof. Yuntao Wu.

4. To support and encourage scientific research in drug discovery and development, the Parties hereto agree as follows:

Article 1 Grant

Subject to the conditions set out hereinbelow, Party A agrees to provide Party B a grant as follows:

Party A plans to support Party B for two (2) years to achieve respective milestones

specified in Grant Application (Appendix A).

The funding level is fixed price and is planned to be USD 105,000 each year from Dec. 15, 2012 to Dec. 14, 2014, which will be awarded as a lump sum on annual basis, unless earlier terminated in accordance with the provisions herein. However, whether the grant plan for the specific year will be implemented or not, and the amount of the grant shall be determined by Party A and confirmed by both Parties in a written form every year. The funding will be granted within thirty (30) days of the receipt of Party B's written invoice or legal receipt.

Article 2 Conditions of Grant

Party B has the following obligations incidental to Party A's provision of grant to Party B herein:

(1) Party B shall hereby represent and warrant that it is entitled to enter into the contractual relationship with Party A and this Basic Research Grant Agreement does not violate Party B's obligations toward third parties or any applicable laws.

(2) Party B shall represent and warrant that it shall implement the Research Project in accordance with the research plan stated in Grant Application and in compliance with all applicable national and local laws, rules and regulations.

(3) Party B shall use the grant solely for the Research Project, which can not be used for capital spending, including but not limited to research instrument purchase. For the management of the grant, a special account shall be established by Party B in its account book, for which Party B shall implement strict financial management policies.

(4) The Research Project shall be reviewed by Party A two (2) times a year with a written report.

(5) Party A has right to inquire Party B about the use or management of the grant and Party B shall reply to Party A's inquiries faithfully. Party A may provide recommendations or proposals on the use of the grant. Party B accepts the audit by Party A or relevant government.

(6) Party B shall submit to Party A a final report at the completion of the Research Project.

(7) Party B shall keep this Agreement and all its articles confidential and will not, without written agreement from Party A, disclose to any third party.

(8) Party B shall provide Party A with full and continuous information on the outcome, progress, technology, discoveries or inventions developed as a result of or during the conduct of the Research Project in accordance with the Grant Application (Research Results).

Research Results generated in connection with or as a result of Research Project belongs to Party B, but Party A and its Affiliates is granted by Party B (i) the right

of first refusal to any license in the technology, discoveries or inventions developed under the Research Project at fair market value. After the expiration of the Agreement, Party B will continuously grant Party A and its Affiliates the right of first refusal to the license of any outcome, progress, technology, discoveries or inventions generated from the Research Project in accordance with the Grant Application. In case of such research development after the expiration of the Agreement, Party B shall keep Party A duly informed; and (ii) a non-exclusive and royalty-free license to make use of the Research Results for internal research purposes for a term of 20 years commencing from date of such license.

The term "Affiliate" shall mean: a) an organization, which directly or indirectly controls Party A to this Agreement; b) an organization, which is directly or indirectly controlled by Party A to this Agreement; c) an organization, which is controlled, directly or indirectly, by the ultimate parent company of Party A. Control as per a) to c) is defined as owning more than fifty percent of the voting stock of a company or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization.

(9) A "Publication" means any presentation or disclosure of any data, result, technology, product, discovery, inventions, development, improvement or any other information generated as a result of or in connection with the Research Project to anyone outside of Party A or Party B and will include without limitation a paper, poster, an abstract, an oral presentation, or a discussion (formal or informal) with any third party. Party B shall communicate the Publication to Party A before releasing outside. Party B shall acknowledge Party A's grant support in the Publication.

(10) Party B shall keep Party A informed and notice Party A immediately in case that Party B accepts any other sponsors or donations from Third Party other than Party A in relation to the Research Project. Furthermore, it represents and warrants that if such situation occurs, Party B's liabilities under the Agreement shall not be affected in any way thereof, and there shall not be any obligation or restriction, that does or would in any way interfere or conflict with, or that does or would present a conflict of interest concerning, the work to be performed by Party B.

(11) Party B shall acknowledge that Party A is not providing the grants, sponsorships, and donations with any intention to include, influence to reward past, present of future prescribing, supply, purchasing or recommending of any Roche product.

Article 3 Withdraw or Termination of Grant

In any of the following conditions, Party A is entitled to withdraw the grant herein:

1、 Party B is found to commit fraud in the conduct of the Research Project or in the use of the grant.

2、 The use of Party A's grant is not in conformity with the purpose of Party A's grant stated herein

3、 Party B stops its Research Project; or

4、 Party B has breached any of its obligations (such breach is remediable) and failed to remedy the same within sixty (60) days after the notice of Party A. In such case, Party A may notify Party B in writing of the termination of this Agreement with immediately effect.

5、 Party A and Party B reserve the right to partially or wholly withdraw the grant under this Agreement at any time without any liability on condition that the withdrawing Party shall give the other Party a written notice 30 days prior to such withdraw.

6、 Party A and Party B has the right to terminate this Agreement at any time, with or without cause, by providing thirty (30) days' prior written notice to the other Party. Except that the Grant is terminated or withdrawn due to the conditions listed in "Article 3 Withdraw or Termination of Grant", in event of a termination, Party B will retain payment for costs incurred under this Agreement up to the termination date on the premise that Party B should prove the actual costs incurred under this Agreement up to the termination date.

Article 4 Independent Contractor

Nothing herein will be construed to create any relationship of employer and employee, agent and principal, partnership or joint venture between the Parties. Each Party is an independent contractor. Neither Party will assume, either directly or indirectly, any liability of or for the other Party. Neither Party will have the authority to bind or obligate the other Party, neither Party will represent that it has such authority.

Article 5 Severability

Should any provisions in this Agreement become invalid, illegal or unenforceable, the Parties hereto agree to amend such provision in order that it may restore its validity, legality and enforceability. The validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. If any portion, term or provisions of this Agreement shall be held illegal, void or ineffective under the applicable law, the validity of the remaining provisions shall not be affected thereby, and a substitute provisions will be negotiated to preserve as near as possible the original intent of the Agreement.

Article 6 Audit

Party A shall, at any time, have the right to audit the implementation of this Agreement by Party B. Any such audit shall be conducted by internal auditor of the Party A or by a third party appointed by the Party A. Party B shall provide Party A's designated auditing or inspection team with reasonable access to the relevant records, personnel and facilities and shall provide all convenience and assistance which might be required. Party A shall bear all the expenses of such audit except, however, that Party B shall take the liabilities for default as provided herein and shall reimburse all

the expenses for audit in case that the Party B is found to be in breach of any provisions of this Agreement during the audit. Party B undertakes that within 2 years upon the completion of research program, it shall retain all original documents in relating to this Agreement, including but not limited to lab notebooks, reports, records, data, etc..

Article 7 Settlement of Disputes

Any dispute arising out or in connection with this Agreement shall be settled through friendly consultation. If no agreement can be reached within 30 days after the commencement of consultation, either party may submit the dispute to Shanghai Pudong New Area People's Court for litigation, or to its superior Court when the dispute is beyond the jurisdiction of Shanghai Pudong New Area People's Court.

In witness whereof, each Party has caused this Agreement to be executed by their respective duly authorized representative on the date first written above.

Roche R&D Center (China) Ltd.

Signature

By: _____

Stella Xiaoxing Xu, Ph.D. Dec 13, 2012

Site Head

George Mason University Foundation

Signature

By: _____

David Roe

President, GMU Foundation, Inc.

Appendix A, Grant Application

Roche pRED China Grant Application Form

Name:	Yuntao Wu	**Title:**	Professor
Department/School:		Department of Molecular and Microbiology, George Mason University, Manassas, VA 20110	
Please choose relevant research area:		Virology	

Project Leader(s) or Chief Research Investigator(s): Dr. Yuntao Wu

Title of research project and Scientific Rationale:

Title: Establishment of an efficient HBV infection cell culture system for discovery of compounds that eliminate cccDNA or silence its transcription

Rationale:

HBV infection affects approximately one-third of the world population and more than 350 million people are chronically infected by the virus, for which the currently available antiviral therapies fail to provide a cure. The paramount reason for this failure is that the HBV DNA polymerase inhibitors have no direct effect on the nuclear form of HBV genome, the covalently closed circular (ccc) DNA. Hence, elimination or transcriptional silencing of cccDNA is the prerequisite for either a therapeutic cure or sustained off-drug suppression of HBV replication. It is, therefore, conceivable that an ideal approach toward a cure or sustained off-drug suppression of HBV replication is to develop therapies that directly target cccDNA minichromosomes to purge the episomes or permanently silence their transcription.

Previous studies have suggested that it is possible to selectively induce the decay of viral episomal minichromosomes using drugs such as topoisomerase II inhibitors (Cullinan et al. 1989, JBC, 264:16268). It is also possible to selectively suppress viral episomal gene expression through drug-mediated modification of histons or drug-mediated suppression of viral activators that are necessary for the transcription of viral *minichromosomes*. Nevertheless, the lack of a robust cellular system to study HBV cccDNA maintenance and transcriptional regulation is a major technical limitation for the discovery of lead compounds targeting cccDNA. The recent discovery of HBV receptor, in combination with our expertise in minichromosome research and virus entry, allows for the establishment of an efficient HBV infection cell

culture system suitable for high throughput screening and mechanistic analyses of compounds that eliminate cccDNA or silence its transcription.

This novel infectious cell culture system will allow, for the first time, to directly evaluate the effects of these compounds on cccDNA stability and transcription activity.

Project Goals:

1. Establishment of an efficient HBV infection cell culture system for high throughput assay.
2. Construction of a HBV reporter virus that can enrich cccDNA in cells and readily monitor drug effects on cccDNA transcription and maintenance.
3. Using novel approaches to promote cortical actin activity to enhance viral entry. These new approaches have been successfully used to enhance HIV-1 entry up to several hundred folds.

Project History and Status:

Dr. Yuntao Wu is a pioneer in the research of the role of actin cytoskeleton in viral entry and post entry migration. He has more than 20 years research experience in Virology [**1-39**]. He has studied numerous viruses such as HBV [**35, 36**], reoviruses, baculovirus [**32-39**], and HIV-1 [**21, 31**]. Dr. Wu invented the first HBV DNA diagnostic kit in China when he was an assistant investigator at Wuhan Institute of Virology, Chinese Academy of Sciences [**35,36**]. Currently, Dr. Yuntao Wu's lab at George Mason University is studying viral entry, particularly focusing on how viruses break the cortical actin barrier for infection [**1-21**] (***Cell.*** *2008. 134:782).* Dr. Wu has also a documented history of studying viral gene transcription from non-integrated, minichromosomal DNA [**28-31**] (***Science***, 2001. 293:1503). He has also established the first HIV Rev-depend indicator cells, Rev-CEM, that can accurately measure viral gene transcription from episomal DNA [**25,26**]. Rev-CEM has been used by multiple laboratories to study viral infection and drug-effects on viral cell-cell transmission. This unique expertise will be used for the design and execution of the HBV infectious cell system. The novel approaches that have been developed in his lab to break the cortical actin barrier will be used to enhance HBV infection in the proposed system.

Research Plan: timeline, resource, and expected research achievements etc.

This proposal has three aims:

Aim 1: Establishment of an efficient HBV infection cell culture system for high throughput assay.

Aim 2: Construction of an HBV reporter virus that can enrich cccDNA in cells, and be used to monitor drug

effects on cccDNA transcription and maintenance.

Aim 3: Using novel approaches to promote cortical actin activity to enhance viral entry.

EXPERIMENTAL DESIGNS:

Aim I: Establishment of an efficient HBV infection cell culture system and miniaturization of the infection cell culture into a high throughput assay.

1. Construction of a retroviral vector expressing HBV receptor protein NTCP.
2. Establishment of a panel of cell lines expressing NTCP.
3. Susceptibility of the cell lines to HBV infection will be determined.
4. Subcloning of HBV infected cells
5. Searching for highly susceptible cells from cured HBV-infected cell lines.
6. Development of culture conditions and parameters to monitor cccDNA functions
7. Miniaturization of the assay condition established in the Sub-aim 6 into a high throughput assay

Aim 2: Construction of a HBV reporter virus that can enrich cccDNA in cells, and be used monitor drug effects on cccDNA transcription and maintenance.

1. Consturction of an HBV reporter virus carrying GFP and puromycin gene inserted into the S gene region. To assemble into a virion particle, an additional S gene expression vector will be constructed to provide the S protein in trans.
2. Single-cycle HBV virus will be assembled by cotransfection of these two plasmids.
3. Viruses will be harvested and used to infect the target cell line established in aim #1 (5-10% cells will be infected). These GFP+ cells can be used to measure drug-effects on GFP expression from viral minichromosomes. If needed, two days after infection, HBV+ cells can be enriched by puromycin selection to reach 80-100%. These cells can also be used for screening of drugs that can inhibit GFP expression from minochromosomes.

Aim 3: Using novel approaches to promote cortical actin activity to enhance viral entry.

1. Cells will be pretreated briefly with a cofilin S3 peptide to trigger cofilin activation which will promote actin dynamics to enhance viral entry.
2. Cells will also be treated briefly with LIMK inhibitors to enhance cofilin

activation, which will promote actin dynamics to enhance viral entry.

3. Timeline:

Aim 1: Q4 of 2012 to Q4 of 2013

Aim 2: Q1 of 2013 to Q3 of 2013

Aim 3: Q4 of 2013

4. Resource: Both Dr. Wu's lab are fully equipped to conduct routine cell cloning, DNA cloning, BL2+ level viral infection and analyses, and all the necessary equipment for cell culture, PCR, flow cytometry, DNA quantification, protein purification and quantification, immunoblotting, confocal microscopy and imaging et al.

5. Budget (RMB/year)

105 K $ /year *2 years

Background of Chief Investigator(s):

Dr. Yuntao Wu is currently a professor in the Department of Molecular and Microbiology, George Mason University (GMU), Manassas, VA, USA. Dr. Wu received his M.Sc (Virology) from Wuhan Institute of Virology, Chinese Academy of Science. He was trained by Dr. Yiquan Cai who was the first scientist isolated the HBV virus in China. Dr. Wu worked in Dr. Cai's lab for 5 years as an Assistant Investigator to develop the first HBV DNA detection kit which was used in many hospitals (***Virologica Sinica*** *1993, 8:310-315;* ***Virologica Sinica*** *1993, 9:261-265*). Dr. Wu received his Ph. D from Queen's University, Kingston, Ontario, Candad in 1998, studying episomal DNA replication of baculovirueses. He received his postdoctoral training at National Institutes of Health, Bethesday, MD, USA from 1999 to 2003, studying HIV gene transcription from non-integrated episomal DNA. In his laboratory at GMU, he is continuously studying HIV latent infection of resting CD4 T cells, and HIV-1 gene transcription from episomal DNA in human primary T cells and macrophages. Dr. Wu's major contributions to the field include: (1) demonstrating that preintegration transcription is a normal early process in HIV infection of T cells and macrophages, leading to the synthesis of three early proteins: Nef, Tat and Rev (***Science,*** 2001, 293:1503-6; ***J. Virol***. 2003,77:10376; ***Virology*** 2008, 372:300; ***J. Virol.*** 2009, 83:8662). These studies have stimulated a recent interest in using unintegrating lentiviral vector for gene therapy and vaccination; (2) demonstrating that the chemokine coreceptor signaling from CXCR4 is critical for HIV-1 latent infection of resting CD4 T cells. He identified that CXCR4-mediated cofilin activation and actin dynamics are required for the establishment of viral latency in resting CD4 T cells (***Cell,*** 2008, 134,782*;* ***PLoS Pathogens,*** 2009, 5(10):

e100633; ***J. Bio Chem***, 2011. 286:12554; ***J. Virol***. 2011, 85:9824); (3) development of the first Rev-dependent lentiviral vector and cell lines for anti-HIV research and gene therapy (***Retrovirology*** 2007, 4:12; ***Current HIV Research*** 2008, 5:394; ***Retrovirology*** 2008, 5:36; ***Gene Therapy***, 2010, 17:1063).

References, if applicable:

1. Li, Z., J. Guo, **Y. Wu**, and Q. Zhou. 2012. The BET bromodomain inhibitor JQ1 activates HIV latency through antagonizing Brd4 inhibition of Tat-transactivation. ***Nucl. Acids Res***. Doi:10.1093/nar/gks976.
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Key Contact person at PartyA:	**Key Contact person at Party B:**
Name: Guang Yang Title: Principle Investigator Tel: 86-21-38954910 ext 1413 E-mail: guang.yang@roche.com	Name: Yuntao Wu Title: Professor Tel: 703 993 4299 E-mail: ywu8@gmu.edu **Administrative Contact:** Name: Kim Jervey, Contracts Admin E-mail: KJervey@gmu.edu

[redacted]

Subj file FC 010425 A

August 21, 2013

Dear Ms. Van Leunen:

On behalf of the [redacted] at [redacted] I am pleased to inform you that the [redacted] has approved a grant of $156,200 to the George Mason University Foundation, Inc. to support the Center for Climate Change Communication's research on the most effective ways to articulate to the public the climate risk findings of the AAAS's Climate Science Panel. We request that you return a signed copy of this letter to us immediately, indicating your acceptance of this grant and its terms. Grant payment will be generated upon the [redacted] receipt of the signed grant agreement.

The [redacted] is making this grant with the understanding, based on your representation, that George Mason University Foundation, Inc. is a tax-exempt organization of the type described in Section 501(c)(3) of the Internal Revenue Code. By accepting this grant George Mason University Foundation, Inc. agrees that these funds will only be used for charitable and educational activities consistent with the tax-exempt status described in Section 501(c)(3). It is understood that your organization will engage in lobbying only to the extent permitted by IRC Section 501(c)(3) or, if applicable, IRC Sections 501(h) and 4911, and will not intervene in any election or support or oppose any political party or candidate for public office.

We request a financial and narrative report of your activities by one year from the date of this letter. The narrative report should summarize how the grant was used and the results achieved. The financial narrative should be as detailed as possible and should compare budgeted versus actual expenses as they relate specifically to this grant. Please submit the report and accompanying materials to [redacted] with your organization's name in the subject line.

We wish you success in your efforts.

Sincerely,

[redacted]

ACCEPTED & AGREED TO:

By: [signature]

Title: President

Date: 8/26/2013

Susan Van Leunen, Controller
George Mason University Foundation, Inc.
4400 University Drive MSN 1A3
University Hall, Suite 5100
Fairfax, VA 22030

ENERGY FOUNDATION
building a new energy future

subj file
010425 B

May 30, 2014

David Roe
Chief Operating Officer
George Mason University Foundation, Inc.
4400 University Drive, MS 1A3
Fairfax, VA 22030

RE: **G-1404-20891**

Dear David,

The original grant agreement of the above referenced grant is hereby amended with the following revisions:

Original Grant Amount: $21,600 Amended Grant Amount: $49,600
Payment: $49,600 due upon receipt of signed agreement and amendment

All other terms and reporting requirements of original grant agreement remain the same. By signing below, you accept these terms. Please keep one signed original for your records, and return the remaining signed original to my attention as soon as possible.

[signature]	5/30/14
Kevin McGahan ~~Director of~~ Finance	Date
[signature]	6/10/2014
Signature (Grantee)	Date
David A. Roe, COO	(703) 993-8738
Print Name/Title George Mason University Foundation, Inc.	Direct Phone Grant Number: G-1404-20891

ENERGY FOUNDATION

building a new energy future

May 15, 2014

David Roe
Chief Operating Officer
George Mason University Foundation, Inc.
4400 University Drive, MS 1A3
Fairfax, VA 22030

Dear David,

I am pleased to inform you that the Energy Foundation has approved a grant to George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc. in the amount of $21,600.00. The grant period is eight months, from May 1, 2014 to December 31, 2014.

This grant is designated to develop climate change communication strategies for influential sectors in Ohio, as expressed in George Mason University Foundation, Inc.'s April 29, 2014 proposal and budget to the Energy Foundation. Your Energy Foundation contact for work performed under this grant is David Tuft.

Grant payment will be generated upon the Energy Foundation's receipt of the signed grant agreement. The final financial and narrative report deadlines are stated in the grant agreement. However, if you intend to apply for a renewal grant, we must receive your final report before the renewal proposal.

The success of the Energy Foundation will depend on the success of our grantees. In order to make the largest impact with our limited funds, we will rely on you and your colleagues to keep us informed of progress and trends in the field, and of your work in particular. For this reason, we ask that your reports tell us the good and the bad, the success and the failure. This will strengthen and speed our learning.

Please carefully review the terms and conditions explained in the enclosed grant agreement, as the wording may have changed slightly from previous agreements. Sign one copy of the grant agreement and return it to us. Upon receipt of the form, we will forward your payment.

Please refer to grant **G-1404-20891** in all future correspondence and reports which relate to this grant.

Please do not hesitate to contact Todd Foland, Grants Manager, via email at todd@ef.org should you have any questions about this grant or our policies.

Sincerely,

Kevin McGahan
Director of Finance

ENERGY FOUNDATION

building a new energy future

Grant Agreement
Terms and Conditions

Date: May 15, 2014

We are pleased to award the following grant.

Grant number:	G-1404-20891
Grantee:	George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc.
Address:	4400 University Drive, MS 1A3 Fairfax, VA 22030
Project Contact:	Ed Maibach Director
Phone:	(206) 543-4190
Email:	emaibach@gmu.edu
Grant Sector:	Public Engagement
Grant Amount:	$21,600.00
Time Period:	Eight months, from May 1, 2014 to December 31, 2014

Grantee agrees and consents to the conditions of the proposal submitted to the Energy Foundation and to the following conditions of the grant:

Grantee shall use this grant solely for the purposes as expressed in George Mason Center for Climate Change Communication's proposal document submitted to the Energy Foundation which incorporates a description of the project work to be provided, dated April 29, 2014, and project budget, dated April 29, 2014 to the Energy Foundation. It is understood that these grant funds will be used for such purposes substantially in accordance with the budget submitted. Grantee shall repay to the Energy Foundation any portion of the amount granted which is not used for the purposes of this grant.

The grantee agrees that no funds provided pursuant to this Grant Agreement may be used to contact, or urge the public to contact, members of a legislative body for the purpose of proposing, supporting, or opposing legislation; or to advocate the adoption or rejection of legislation. See Treasury Regulation section 1.501(c)(3)-1(c)(3)(ii).

Grantee ensures that the grant funds under this award will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. Grantee also agrees to take all reasonable precautions to ensure that any person or group expected to receive money from the grantee will neither make any payment nor provide any material support to any person on any United States government list of suspected terrorists.

Grant payment will be generated upon the Energy Foundation's receipt of the signed grant agreement.

Reports, both narrative and financial, are due strictly according to the schedule below. The financial reports should show revenues and expenses for both this grant and the project. Clearly show the amount funded by the Energy Foundation and how these funds have been spent according to the categories of the submitted budget. Use three columns for the report:

Column 1 -	Present the entire project budget (all sources of revenue and expenditures) as included in the original proposal;
Column 2 -	Present the actual revenue and expenditures for the project in total;
Column 3 -	Present the actual revenue and expenditures funded by the Energy Foundation grant only.

Reports are due as follows:

Final Financial report due no later than:	March 1, 2015
Final Narrative report due no later than:	March 1, 2015

If grantee intends to apply for a renewal grant, the Energy Foundation must receive an interim narrative and financial report along with the new grant application.

Grantee shall not use any portion of the funds granted to carry on propaganda or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, to influence the outcome of any specific voter registration drive, to make grants to individuals on a non-objective basis, nor for any non-charitable or non-educational purpose. Please include a positive disclaimer to both narrative and financial reports that no Energy Foundation funds were used for lobbying purposes.

Grantee shall notify the Energy Foundation of any organizational changes during the term of the grant, including, but not limited to, changes in key personnel, changes in tax status, and changes in the project timing or goals.

Grantee shall permit representatives of the Energy Foundation to visit the premises during normal business hours and review the activities of the Grantee with respect to the programs supported by this grant.

Grantee may announce receipt of this grant. Please furnish the Energy Foundation with any results of this announcement.

Please refer to grant number **G-1404-20891** in all future correspondence and reports which relate to this grant.

The board and staff of the Energy Foundation are pleased to be able to make this grant to your organization. Please sign and return one copy of this grant agreement as evidence of your understanding and agreement with the terms and conditions defined in this letter.

5/13/14

Kevin McGahan
Director of Finance

Date

5/23/2014

Signature

Date

David A. Rue, COO

(703) 993-8738

Print Name/Title
George Mason University Foundation, Inc.

Direct Phone
Grant Number: G-1404-20891

ENERGY FOUNDATION
building a new energy future

010425C

OSP

May 7, 2015

David Roe
Chief Operating Officer
George Mason University Foundation, Inc.
4400 University Drive, MS 1A3
Fairfax, VA 22030

Dear David,

I am pleased to inform you that the Energy Foundation has approved a grant to George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc., in the amount of $100,000.00. The grant period is twelve months, from January 1, 2015 to December 31, 2015.

This grant is designated solely for the purposes expressed in George Mason Center for Climate Change Communication (4C)'s April 24, 2015 proposal and budget to the Energy Foundation. Your Energy Foundation contact for work performed under this grant is Won Ha.

Grant payment will be generated upon the Energy Foundation's receipt of the signed grant agreement. The final financial and narrative report deadlines are stated in the grant agreement. However, if you intend to apply for a renewal grant, we must receive your final report before the renewal proposal.

The success of the Energy Foundation will depend on the success of our grantees. In order to make the largest impact with our limited funds, we will rely on you and your colleagues to keep us informed of progress and trends in the field, and of your work in particular. For this reason, we ask that your reports tell us the good and the bad, the success and the failure. This will strengthen and speed our learning.

Please carefully review the terms and conditions explained in the enclosed grant agreement. Sign one copy of the grant agreement and return it to us. Upon receipt of the form, we will forward your payment.

Please refer to grant **G-1504-23011** in all future correspondence and reports which relate to this grant.

Please do not hesitate to contact the Grants Department via email at grants@ef.org should you have any questions about this grant or our policies.

Sincerely,

Kevin McGahan
Director of Finance and Grants

ENERGY FOUNDATION

building a new energy future

Grant Agreement
Terms and Conditions

Date: May 7, 2015

We are pleased to award the following grant.

Grant number:	G-1504-23011
Grantee:	George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc.
Address:	4400 University Drive, MS 1A3 Fairfax, VA 22030
Project Contact:	Ed Maibach Director
Phone:	(206) 543-4190
Email:	emaibach@gmu.edu
Grant Sector:	Public Engagement
Grant Amount:	$100,000.00
Time Period:	Twelve months, from January 1, 2015 to December 31, 2015

Grantee agrees and consents to the conditions of the proposal submitted to the Energy Foundation and to the following conditions of the grant:

Grantee shall use this grant solely for the purposes as expressed in George Mason Center for Climate Change Communication (4C)'s proposal document submitted to the Energy Foundation which incorporates a description of the project work to be provided, dated April 24, 2015, and project budget, dated April 24, 2015 to the Energy Foundation. It is understood that these grant funds will be used for such purposes substantially in accordance with the budget submitted. Grantee shall repay to the Energy Foundation any portion of the amount granted which is not used for the purposes of this grant.

The grantee agrees that no funds provided pursuant to this Grant Agreement may be used to contact, or urge the public to contact, members of a legislative body for the purpose of proposing, supporting, or opposing legislation; or to advocate the adoption or rejection of legislation. See Treasury Regulation section 1.501(c)(3)-1(c)(3)(ii).

Grantee ensures that the grant funds under this award will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. Grantee also agrees to take all reasonable precautions to ensure that any person or group expected to receive money from the grantee will neither make any payment nor provide any material support to any person on any United States government list of suspected terrorists.

Grant payment will be generated upon the Energy Foundation's receipt of the signed grant agreement.

301 Battery St, 5th Floor, San Francisco, CA 94111 P 415.561.6700 F 415.561.6709 E energyfund@ef.org www.ef.org

Reports, both narrative and financial, are due strictly according to the schedule below. The financial reports should show revenues and expenses for both this grant and the project. Clearly show the amount funded by the Energy Foundation and how these funds have been spent according to the categories of the submitted budget. Use three columns for the report:

Column 1 -	Present the entire project budget (all sources of revenue and expenditures) as included in the original proposal;
Column 2 -	Present the actual revenue and expenditures for the project in total;
Column 3 -	Present the actual revenue and expenditures funded by the Energy Foundation grant only.

Reports are due as follows:

Final Financial report due no later than:	March 1, 2016
Final Narrative report due no later than:	March 1, 2016

If grantee intends to apply for a renewal grant, the Energy Foundation must receive an interim narrative and financial report along with the new grant application.

Grantee shall not use any portion of the funds granted to carry on propaganda or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, to influence the outcome of any specific voter registration drive, to make grants to individuals on a non-objective basis, nor for any non-charitable or non-educational purpose. Please include a positive disclaimer to both narrative and financial reports that no Energy Foundation funds were used for lobbying purposes.

Grantee shall notify the Energy Foundation of any organizational changes during the term of the grant, including, but not limited to, changes in key personnel, changes in tax status, and changes in the project timing or goals.

Grantee shall permit representatives of the Energy Foundation to visit the premises during normal business hours and review the activities of the Grantee with respect to the programs supported by this grant.

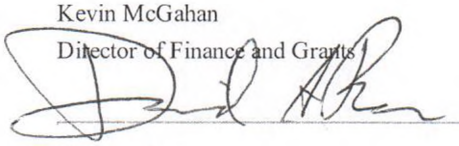
Grantee may announce receipt of this grant. Please furnish the Energy Foundation with any results of this announcement.

Please refer to grant number **G-1504-23011** in all future correspondence and reports which relate to this grant.

The board and staff of the Energy Foundation are pleased to be able to make this grant to your organization. Please sign and return one copy of this grant agreement as evidence of your understanding and agreement with the terms and conditions defined in this letter.

Kevin McGahan
Director of Finance and Grants

5/7/15
Date



5/21/2015
Date

David A Roe, Director of Real Estate and Administration
Print Name/Title

(703) 993-8738
Direct Phone

George Mason University Foundation, Inc.

Grant Number: G-1504-23011

ENERGY FOUNDATION

building a new energy future

Attachment A

Energy Foundation Grant G-1504-23011
to
George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc.,

Energy Foundation grants are not to be used for overhead costs or indirect expenses for universities.

This policy was passed at the November 1, 1991 Board of Directors' meeting.

5/7/15

Kevin McGahan — Date

Director of Finance and Grants

5/4/2015

Authorized Signature/Title — Date

ENERGY FOUNDATION
building a new energy future

0104250

OSP

February 2, 2017

Alex Bozmoski
Director
George Mason University Foundation, Inc.
4400 University Drive, MSN 4C6
Fairfax, VA 22030-4806

Dear Alex Bozmoski,

I am pleased to inform you that the Energy Foundation has approved a grant to George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc., in the amount of $100,000.00. The grant period is twelve months, from January 1, 2017 to December 31, 2017.

This grant is designated solely for the purposes expressed in George Mason Center for Climate Change Communication (4C)'s January 11, 2017 proposal and January 25, 2017 budget to the Energy Foundation. Your Energy Foundation contact for work performed under this grant is Won Ha.

~~Grant payment will be generated upon the Energy Foundation's receipt of the signed grant agreement.~~ The final report deadlines are stated in the grant agreement. However, if you intend to apply for a renewal grant, we must receive your final report before the renewal proposal.

The success of the Energy Foundation will depend on the success of our grantees. In order to make the largest impact with our limited funds, we will rely on you and your colleagues to keep us informed of progress and trends in the field, and of your work in particular. For this reason, we ask that your reports tell us the good and the bad, the success and the failure. This will strengthen and speed our learning.

Please carefully review the terms and conditions explained in the enclosed grant agreement. Sign one copy of the grant agreement and return it to us. Upon receipt of the form, we will forward your payment.

Please refer to grant **G-1701-25731** in all future correspondence and reports which relate to this grant.

Please do not hesitate to contact the Grants Department via email at grants@ef.org should you have any questions about this grant or our policies.

Sincerely,

Carmelita Mitchell

Carmelita Mitchell
Director of Grants

ENERGY FOUNDATION

building a new energy future

Grant Agreement
Terms and Conditions

Date: February 2, 2017

We are pleased to award the following grant.

Grant number:	G-1701-25731
Grantee:	George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc.
Address:	4400 University Drive, MSN 4C6 Fairfax, VA 22030-4806
Project Contact:	Ed Maibach Director
Phone:	
Email:	emaibach@gmu.edu
Grant Sector:	Public Engagement
Grant Amount:	$100,000.00
Time Period:	Twelve months, from January 1, 2017 to December 31, 2017

Grantee agrees and consents to the conditions of the proposal submitted to the Energy Foundation and to the following conditions of the grant:

Grantee shall use this grant solely for the purposes as expressed in George Mason Center for Climate Change Communication (4C)'s proposal document submitted to the Energy Foundation which incorporates a description of the project work to be provided, dated January 11, 2017, and project budget, dated January 25, 2017 to the Energy Foundation. It is understood that these grant funds will be used for such purposes substantially in accordance with the budget submitted. Grantee shall repay to the Energy Foundation any portion of the amount granted which is not used for the purposes of this grant.

The grantee agrees that no funds provided pursuant to this Grant Agreement may be used to contact, or urge the public to contact, members of a legislative body for the purpose of proposing, supporting, or opposing legislation; or to advocate the adoption or rejection of legislation. See Treasury Regulation section 1.501(c)(3)-1(c)(3)(ii).

Grantee ensures that the grant funds under this award will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. Grantee also agrees to take all reasonable precautions to ensure that any person or group expected to receive money from the grantee will neither make any payment nor provide any material support to any person on any United States government list of suspected terrorists.

Grant payment will be generated upon the Energy Foundation's receipt of the signed grant agreement.

A final financial report is due according to the schedule below. As standard practice, Energy Foundation does not require narrative reports for grants to public charities; however, the Foundation reserves the right to request narrative reporting in special circumstances where we believe the additional detail will help us better understand your work. The financial report should show revenues and expenses for both this grant and the project. Clearly show the amount funded by the Energy Foundation and how these funds have been spent according to the categories of the submitted budget. Use three columns for the report:

Column 1 -	Present the entire project budget (all sources of revenue and expenditures) as included in the original proposal;
Column 2 -	Present the actual revenue and expenditures for the project in total;
Column 3 -	Present the actual revenue and expenditures funded by the Energy Foundation grant only.

Final report is due as follows:

Final Financial report due no later than:	February 28, 2018

If grantee intends to apply for a renewal grant, the Energy Foundation must receive an interim financial report along with the new grant application.

Grantee shall not use any portion of the funds granted to carry on propaganda or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, to influence the outcome of any specific voter registration drive, to make grants to individuals on a non-objective basis, nor for any non-charitable or non-educational purpose. Please include a positive disclaimer to both narrative and financial reports that no Energy Foundation funds were used for lobbying purposes.

Grantee shall notify the Energy Foundation of any organizational changes during the term of the grant, including, but not limited to, changes in key personnel, changes in tax status, and changes in the project timing or goals.

Grantee shall permit representatives of the Energy Foundation to visit the premises during normal business hours and review the activities of the Grantee with respect to the programs supported by this grant.

Grantee may announce receipt of this grant. Please furnish the Energy Foundation with any results of this announcement.

Please refer to grant number **G-1701-25731** in all future correspondence and reports which relate to this grant.

The board and staff of the Energy Foundation are pleased to be able to make this grant to your organization. Please sign and return one copy of this grant agreement as evidence of your understanding and agreement with the terms and conditions defined in this letter.

Carmelita Mitchell — 2/2/17

Carmelita Mitchell
Director of Grants

Date

02-14-2017

Signature

Date

Susan Van Leuven, CFO — 703-993-8702

Print Name/Title

Direct Phone

George Mason University Foundation, Inc.

Grant Number: G-1701-25731

ENERGY FOUNDATION

building a new energy future

Attachment A

Energy Foundation Grant G-1701-25731
to
George Mason Center for Climate Change Communication (4C), a project of George Mason University Foundation, Inc.,

Energy Foundation grants are not to be used for overhead costs or indirect expenses for universities.

This policy was passed at the November 1, 1991 Board of Directors' meeting.

Carmelita Mitchell — Date

Director of Grants

Authorized Signature/Title — Date 02-14-2017

Hi Susan -

We received this award for Dr. Maibach - the grantee is listed as GMUF, we will be setting up a linked fund & administering the award. Could you sign the letter on behalf of the foundation?

Thanks!
Angie Railey
3-2983